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सं० 43]

नई दिल्ली, शनिवार, अक्टूबर 23, 1982/कार्तिक 1, 1904

No. 43]

NEW DELHI, SATURDAY, OCTOBER 23, 1982/KARTIKA 1, 1904

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके
Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक
आदेश और अधिसूचनाएं

Statutory Orders and Notifications issued by the Ministries of the Government of India
(other than the Ministry of Defence)

विधि, न्याय और कंपनी कार्य मंत्रालय

(कंपनी कार्य विभाग)

नई दिल्ली, 6 अक्टूबर, 1982

क्र० आ० 3614.—एकाधिकार तथा अवरोधक व्यापारिक व्यवहार अधिनियम, 1969 (1969 का 54) की धारा 26 की उप-धारा (3) के अन्वय में केन्द्रीय सरकार एतद्वारा म० रामासायी एग्रो-इण्डस्ट्रीज लिमिटेड के कथित अधिनियम के अन्तर्गत पंजीकरण (पंजीकरण प्रमाण-पत्र संख्या 1218/75) के निरस्तीकरण को अधिसूचित करती है।

[संख्या 16/4/80-एम० 3]

चन्द्रशान्त कुशालदास, निदेशक

MINISTRY OF LAW, JUSTICE AND COMPANY AFFAIRS

(Department of Company Affairs)

New Delhi, the 6th October, 1982

S.O. 3614.—In pursuance of sub-section (3) of Section 26 of the Monopolies and Restrictive Trade Practices Act, 1969 (54 of 1969), the Central Government hereby notifies the cancellation of the registration of M/s. Ramasayee Agro-Industries Limited under the said Act (Certificate of Registration No. 1218/75).

[No. 16/4/80-M. III]

C. KHUSHALDAS, Director

824 GI/82—1

(3757)

केन्द्रीय उत्पादन शुल्क और सीमाशुल्क बोर्ड

नई दिल्ली, 23 अक्टूबर, 1982

(सं० 229/82-सीमाशुल्क)

क्र० आ० 3615.—केन्द्रीय उत्पाद शुल्क और सीमाशुल्क बोर्ड सीमाशुल्क अधिनियम, 1962 (1962 का 52) की धारा 9 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, पंजाब राज्य में होशियारपुर को बाण्डागार स्टेशन के रूप में घोषित करता है।

[क्र० सं० 473/148/80-सी० शु० 7]

एन० के० कपूर, अवर सचिव

CENTRAL BOARD OF EXCISE AND CUSTOMS

New Delhi, the 23rd October, 1982

NO. 229/82-CUSTOMS

S.O. 3615.—In exercise of the powers conferred by section 9 of the Customs Act, 1962 (52 of 1962), the Central Board of Excise and Customs hereby declares Hoshiarpur, in the State of Punjab, to be a warehousing station.

[F. No. 473/148/80-Cus. VI¹

N. K. KAPUR, Under Secy.

वित्त मंत्रालय
(आर्थिक कार्य विभाग)

नई दिल्ली, 29 सितम्बर, 1982

का० आ० 3616—केन्द्रीय सरकार, राजभाषा (सब के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में वित्त मंत्रालय (आर्थिक कार्य विभाग) के प्रशासनिक नियंत्रण में स्थित भारतीय जीवन बीमा निगम के निम्नलिखित कार्यालयों का जिनके कर्मचारियों ने हिन्दी का कार्यभाषा ज्ञान प्राप्त कर लिया है, अधिसूचित करना है—

- (1) मण्डल कार्यालय, दिल्ली
- (2) मण्डल कार्यालय, चण्डीगढ़
- (3) मण्डल कार्यालय, अहमदाबाद
- (4) मण्डल कार्यालय, जालंधर
- (5) मण्डल कार्यालय, पुणे

[सं० ई० 11017/40/82-हि० का० का०]

पा० एम० सकरवाल, उप सचिव

MINISTRY OF FINANCE

(Department of Economic Affairs)

New Delhi, the 29th September, 1982.

S.O. 3616—In pursuance of sub-rule (4) of Rule 10 of the Official Languages (use for official purposes of the Union) Rules 1976 the Central Government hereby notifies, the following offices of the Life Insurance Corporation of India (under the administrative control of the Ministry of Finance, Department of Economic Affairs) the staff whereof have acquired a working knowledge of Hindi—

- (1) Divisional Office, Delhi
- (2) Divisional Office, Chandigarh
- (3) Divisional Office, Ahmedabad
- (4) Divisional Office, Jalandhar
- (5) Divisional Office Pune.

[No. F-11011/40/82-HIC]

P. L. SAKARWAL, Dy. Secy

(बीमा प्रभाग)

नई दिल्ली, 5 अक्टूबर, 1982

(बीमा)

का० आ० 3617—भारतीय जीवन बीमा निगम तीसरी और चौथी श्रेणी के कर्मचारी (बीमा और सहकारी भत्ता) नियम, 1981 के नियम 3 के उप-नियम (2) की उप-धारा (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा उक्त उप-नियम के अन्य उपबंधों के अन्तर्गत अगस्त, 1981 के पक्षे दिन से प्रारम्भ होने वाली और मार्च 1982 के अन्तिमसे दिन समाप्त होने वाली अवधि के लिए तीसरी और चौथी श्रेणी के प्रत्येक कर्मचारी को बोनस के बदले उसके वेतन के 15 प्रतिशत की दर से अनुवर्गण देने का निर्णय करती है।

[एफ० सं० 2(43)/इंश्योरेंस-III/82]

शिव दत्त खन्ना, अवर सचिव

(Insurance Division)

New Delhi, the 5th October, 1982

INSURANCE

S.O. 3617.—In exercise of the powers conferred by sub-clause (b) of sub-rule (2) of rule 3 of the Life Insurance Corporation of India Class III and Class IV Employees (Bonus and Dearness Allowance) Rules, 1981, the Central Government hereby determines that, subject to the other provisions of the said sub-rule, the payment in lieu of bonus for the period commencing on the 1st day of April, 1981 and ending with the 31st day of March, 1982 to every Class III or Class IV employee shall be at the rate of 15% of his salary.

[F No. 2(43)/Ins. III/82]

S. D. RAHJIA, Under Secy

वाणिज्य मंत्रालय

आदेश

नई दिल्ली 21 अक्टूबर, 1982

का० आ० 3618—भारत के निर्यात व्यापार के विकास के लिए जूट सूत और जूट सुतली के निर्यात में पूर्व क्वालिटी नियंत्रण और निरीक्षण के अधीन आने के लिए कृषि प्रस्ताव निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 11 के उप-नियम (2) की अपेक्षातः भारत सरकार के वाणिज्य मंत्रालय के आदेश सं० का० आ० 1523, तारीख 17 अप्रैल, 1982 के अधीन भारत के राजपत्र भाग-2, खंड-4, उपखंड (ii) तारीख 17 अप्रैल, 1982 में प्रकाशित किए गए थे।

और उक्त प्रस्तावित होने वाले सभी व्यक्तियों से उक्त आदेश के राजपत्र में प्रकाशित की गयी है वे तत्कालीन दिन से सतत आदेश तथा मुआव मंगे गए थे।

और उक्त राजपत्र की प्रतिया जवना का 10 नई, 1982 को उपलब्ध करा दी गयी थी।

और केन्द्रीय सरकार ने उक्त प्राप्त प्रस्तावनाओं पर जवना में प्रकाशित गयी मुआवों पर विचार कर दिया है।

आ धर, केन्द्रीय सरकार निर्यात निरीक्षण विधि में परामर्श करने के पश्चात् यह राय देने पर कि भारत के निर्यात व्यापार के विकास के लिए ऐसा करना आवश्यक तथा समर्थित है कि निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम 1963 (1963 का 22) की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए—

1 (1) अधिसूचित करना है कि जूट सूत और जूट सुतली निर्यात में पूर्व क्वालिटी नियंत्रण और निरीक्षण के अधीन आने वाले हैं।

(2) क्वालिटी नियंत्रण और निरीक्षण के प्रकार को जूट सूत और जूट सुतली निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1982 के अनुसार क्वालिटी नियंत्रण और निरीक्षण के ऐसे प्रकार के रूप में विनिर्दिष्ट करती है, जो निर्यात में पूर्व जूट सूत और जूट सुतली को लागू किया जाएगा ;

1 (क) जूट सूत और जूट सुतली निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम 1982 के नियम 5 में उपलब्ध अपेक्षाओं के अनुपालन के अधीन रहते हुए, विनिर्दिष्ट विनिर्देशों को जूट सूत और जूट सुतली के लिए मानक विनिर्देशों के रूप में मान्यता देती है।

(ख) ऊपर वर्णित विनिर्देशों में से किसी के अभाव में ऐसे मानक विनिर्देशों की जांच तथा अनुमोदन करने के प्रयोजन के लिए निर्यात निरीक्षण विधि द्वारा नियुक्त विवेचना के पैनल द्वारा बनाए गए विनिर्देशों को मान्यता देती है।

(4) अन्तर्राष्ट्रीय व्यापार के दौरान जूट सूत और जूट सुतली के निर्यात का जब तक प्रतिपिद्ध करती है जब तक कि उक्त माप निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 के अधीन स्थापित निर्यात निरीक्षण अधिकारियों से म किमी एक के द्वारा जारी किया गया इस अध्याय का प्रभावक न हो कि जूट सूत और जूट सुतली उप-धारा (3) के प्रदत्त मान्यता प्राप्त विनिर्देशों के अनुरूप है और निर्यात योग्य है।

2 इन आदेश की कोई भी बात मापी गयी गयी को तत्काल, भूमि या वायु मार्ग द्वारा जूट सूत और जूट सुतली के नमूनों के निर्यात को लागू नहीं होगी बशर्ते कि ऐसे एक या अधिक नमूना का वजन पर्यन्त निम्नलिखित मुख्य 100 रपण (एक सौ रपण) से अधिक न हो।

3 इस आदेश में जूट सूत से जूट पाइवर से बना हुआ सभी प्रकार का जूट सूत अभिप्रेत है और जूट सुतीला से जूट सूत का दो या अधिक लड़ियों को एक साथ बटकर बनाया गया जूट सुतीला अभिप्रेत है।

4 यह आदेश राजपत्र में प्रकाशन के तारखे का प्रवृत्त होगा।

[सं 6(13)/74 ई०आई०एड ई०पी०]

MINISTRY OF COMMERCE

ORDER

New Delhi, the 23rd October 1982

S.O. 3618.—Whereas for the development of the export trade of India certain proposals for subjecting Jute Yarn and Jute Twine to quality control and inspection prior to export were published as required by subrule (2) of rule 11 of the Export (Quality Control and Inspection) Rules, 1964 in the Gazette of India Part-II Section 3 sub-section (ii) dated the 17th April 1982, under the Order of the Government of India in the Ministry of Commerce No S.O. 1523 dated the 17th April, 1982,

And whereas the objections and suggestions were invited from all persons likely to be affected thereby within 45 days of the publication of the said Order in the Official Gazette,

And whereas the copies of the said Gazette were made available to the public on the 10th May, 1982,

And whereas the objections and suggestions received from public on the said draft proposals have been considered by the Central Government

Now, therefore the Central Government, after consulting the Export Inspection Council, being of opinion that it is necessary and expedient to do so for the development of export trade of India, it exercise of the powers conferred by section 6 of the Export (Quality Control and Inspection) Act 1963 (22 of 1963), hereby:-

1 (1) notifies that Jute Yarn and Jute Twine shall be subject to quality control and inspection prior to export,

(2) specifies the type of quality control and inspection in accordance with the Export of Jute Yarn and Jute Twine (Quality Control and Inspection) Rules 1982, as the type of quality control and inspection which shall be applied to such Jute Yarn and Jute Twine prior to export,

(3) Recognises,

(a) the contractual specifications subject to the compliance of the requirements set out in rule 3 of the Export of Jute Yarn and Jute Twine (Quality Control and Inspection) Rules 1982 as the standard specifications for jute yarn and jute twine,

(b) in the absence of any specification as mentioned above the specification formulated by a panel of Experts appointed by the Export Inspection Council for the purpose of examining and approving such standard specification;

(4) Prohibits the export in the course of International trade of Jute Yarn and Jute Twine unless the same is accompanied by certificate issued by any one of the Export Inspection Agencies established under section 7 of the Export (Quality Control and Inspection) Act 1963 (22 of 1963) to the effect that the jute yarn and jute twine conforms to the specifications recognised under sub-paragraph (3) and is exportworthy

2 Nothing in this Order shall apply to the export by sea land or air of samples of Jute Yarn and Jute Twine to prospective buyers provided the F.O.B. value of one or more than of such samples does not exceed Rs 100 (Rs One Hundred only)

3 In this Order Jute Yarn shall mean all varieties of Jute Yarn spun out of jute fibre and Jute Twine shall mean plied jute yarn made by twisting together two or more strands of jute yarn

4 This Order come into force on the date of its publication in the Official Gazette

[No 6(13)/74-EI&CP]

क्र०आ० 3619 कन्द्रीय सरकार निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम 1963 (1963 का 22) की धारा 17 द्वारा प्रदत्त शक्तियों का प्रयोग करने द्वारा निम्नलिखित नियम बनाती है, अर्थात् -

1 (1) सक्षिप्त नाम और प्रारम्भ - (1) इन नियमों का सक्षिप्त नाम जूट सूत और जूट सुतीला का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम 1982 है।

(2) ये राजपत्र में प्रकाशन के तारखे को प्रवृत्त होंगे।

2 परिभाषाएं - इन नियमों में जब तक कि संदर्भ में अन्यथा प्रयोजित न हों,

(क) 'अधिनियम' से नियम (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) अभिप्रेत है,

(ख) अधिनियम में अधिनियम का धारा 3 के अधीन स्थापित निरीक्षण अधिनियम अधिनियम है

(ग) परिपत्र में अधिनियम का धारा 3 के अधीन स्थापित निरीक्षण परिपत्र अधिनियम है

(घ) जूट सूत में जूट फाइबर से बना हुआ सभी प्रकार का जूट सूत अभिप्रेत है

(ङ) जूट सुतीला से जूट सूत की दो या दो से अधिक लड़ियों को एक साथ बटकर बनाई गया जूट सुतीला अभिप्रेत है,

3 प्रत्यक्षरण के दौरान क्वालिटी नियंत्रण - निर्यात के लिए आदेशित जूट सूत और जूट सुतीला की क्वालिटी इन नियमों में संलग्न अनुसूचा-I और अनुसूचा-II में विनिर्दिष्ट नियंत्रण के द्वारा निर्दिष्ट विनिर्माण के विभिन्न प्रक्रमों पर नियंत्रण करने वाली विनिर्माण मिल द्वारा निम्नलिखित अपेक्षाओं के अधीन रहने द्वारा सुनिश्चित की जाएगी अर्थात् -

(1) जिस के परिपत्र पर प्रयागशाखा और निरीक्षण विभाग रखा जाएगा जो कि परिपत्र की सहाय के अनुसार आवृत्ति (फ्रीक्वेंसी) पर यह सुनिश्चित करने के लिए परीक्षण और निरीक्षण करने के लिए उपयुक्त उपकरणों और कर्मचारियों में युक्त होगा कि विनिर्दिष्ट उत्पाद मानक विनिर्देशों के अनु रूप है।

(2) अनुसूचा-1 में विनिर्दिष्ट विनिर्माण के प्रक्रमों पर परीक्षण और निरीक्षण के सभी अभिलेख विनिर्माण मिल द्वारा रखे जाएंगे और परिपत्र या अधिनियमों को उपलब्ध कराए जाएंगे

(3) इन नियमों के अधीन निरीक्षण के प्रयाजन के लिए अपरान विभाग में किसी एक दिन समरूप परिस्थितियों में विनिर्दिष्ट एक ही प्रकार और क्वालिटी के सभी जूट सूत और जूट सुतीला का एक नियंत्रण एकक होगा।

अनुसूची I

(पैरा 3 का उप-पैरा (2) देखिए)

विनिर्माण के प्रक्रम

(1) नमूने का न्यूनतम आकार—प्रत्येक क्वालिटी के लिए दिन (24 घंटों) में एक समान चुने गए 12 बाबीन या 12 रीलों या 12 काप।

(2) प्रत्येक बाबीन या रील या काप में से 68.58 मीटर (75 गज) की लम्बी बगार्ई जाएगी।

(3) सभी 12 लम्बियाँ एक ही बार में ग्रामो (शॉस) में तोली जाएंगी जिनसे सूत या सुतली की औसत ग्रिस्ट एम०आर० (पुन प्राप्त भारता) प्रतिशत परिकलित की जाएगी।

(4) उपरोक्त 12 लम्बियों से कम से कम 5 प्रतिशत एम आर० (पुन प्राप्त भारता) रीडिंग की जाएगी जिनमें से औसत एम०आर० (पुन प्राप्त भारता) प्रतिशत परिकलित की जाएगी।

(5) उपरोक्त 3 और 4 प्रक्रमों से सूत या सुतली की प्रतिशत औसत ग्रिस्ट पुन प्राप्त भारता के मानक पर परिकलित की जाएगी।

(6) औसत सामर्थ्य और सामर्थ्य सी०बी० (किस्म गुणांक) प्रतिशत को परिकलित करने के लिए उपरोक्त 12 लम्बियों में से तनन सामर्थ्य की कम से कम 50 रीडिंग ली जाएगी। परीक्षण की प्रणाली भा०सा० 1670-1970 के अनुसार होगी।

(7) ऊपर चयन की गई 12 बाबीनों या रीलों या कापों में से कम से कम 2 रीडिंग मोड या घुमाव प्रति 2.54 सेंटीमीटर प्रति इंच प्रत्येक बाबीन या रील या काप में से ली जाएगी और 24 रीडिंग की औसत परिकलित की जाएगी और प्रत्येक रीडिंग के लिए सूत या सुतली की परीक्षण लम्बाई 25.4 से०मी० (10 इंच) होगी या भा०सा० के अनुसार 832-1964 से कम होगी।

8. यथा उपर्युक्त 12 बाबीनों या रीलों या कापों में से 2 परख नमूने, भार में 20 ग्राम प्रति नमूना जूट सूत या जूट सुतली की तैलीय भ्रंश प्रतिशतता निर्धारित करने के लिए निकाले जाएंगे।

टिप्पण—1 निर्धारित निरीक्षण अभिकरण के अनुमोदन के अधीन, रहते हुए, विनिर्माताओं को प्रसंस्करण के दौरान क्वालिटी नियंत्रण तथा उसके अभिलेख उपरोक्त से भिन्न ढंग से रखने की अनुमति दी जाती है।

2. संविदा में किसी भी विशेषता की अनुपस्थिति में ऐसी विशेषता की जांच नहीं की जाएगी।

(यह सारणी I और सारणी II के लिए लागू होगी)।

अनुसूची II

(पैरा 3 देखिए)

नियंत्रण के स्तर**क. सामान्य अपेक्षाएं**

(1) जूट सूत और जूट सुतली एक ही और रंग में एक समान होगी तथा विनिर्माण बोधों से मुक्त होगी।

(2) जूट सूत के मामले में जूट सूत के सभी संचटक एक ही काउंट के होंगे जब तक कि वे विशेष रूप से विनिर्दिष्ट न किए जाएं।

(3) जूट सूत और जूट सुतली का प्रभाव जैसा द्वारा विनिर्दिष्ट रीलों या लम्बियों या कापों के रूप में किया जाएगा।

ख. अनुपपत्ता के लिए विनिर्दिष्ट अपेक्षाएं या मानदण्ड

(1) एक विशेष क्वालिटी का जूट सूत या जूट सुतली संलग्न सारणी 1 तथा सारणी 2 में अधिकृत अपेक्षाएं के अनुरूप होगी।

(2) काउंट (ग्रिस्ट)—परीक्षण के अधीन जूट सूत या जूट सुतली के नमूनों की औसत काउंट या ग्रिस्ट सारणी-1 में विनिर्दिष्ट अपेक्षाओं के अनुरूप होगी।

(3) प्रति 2.54 सेंटीमीटर (प्रति इंच) बट या घुमाव—परीक्षण के अधीन जूट सूत या जूट सुतली के नमूनों के औसत बट या घुमाव प्रति 2.54 सेंटीमीटर (प्रति इंच) सारणी 1 में अपेक्षाओं के अनुरूप होंगी।

(4) तैलीय भ्रंश (अधिकतम)—परीक्षण के अधीन जूट सूत और जूट सुतली के नमूनों की औसत तैलीय भ्रंश प्रतिशत सारणी-1 में यथा विनिर्दिष्ट से अधिक नहीं होगी।

(5) परीक्षण के अधीन जूट सूत या जूट सुतली के नमूनों का औसत तनन सामर्थ्य मुख्य परीक्षण के अधीन अथवा जूट सूत या जूट सुतली के नमूना सारणी-2 में यथा विनिर्दिष्ट होगा।

(6) क्वालिटी अनुपात तथा सी०बी० प्रतिशत परीक्षण के अधीन जूट सूत या जूट सुतली के नमूनों का क्वालिटी अनुपात (न्यूनतम) सामर्थ्य सी०बी० प्रतिशत मुख्य (अधिकतम) सारणी-II में विनिर्दिष्ट के अनुसार होगा।

टिप्पणी :—क्वालिटी अनुपात का परिकलन करने के प्रयोजन के लिए अनुसूची-1 मध्य 3 में दिए गए काउंट या ग्रिस्ट का वास्तविक मूल्य लिया जाएगा।

(7) सुतली में सूतों की संख्या—सुतली में सूत की संख्या साधारण तथा संविदा में यथा अनुभवित से कम नहीं होगी।

जूट सूत और जूट सुतली की विशेषताएं**(अनुसूची II की मध्य 3)****सारणी-I**

क्रम सं०	विशेषताएं	अपेक्षाएं
1.	काउंट या ग्रिस्ट	जैसा तथा विचलना के बीच संविदा के अनुसार सह्यता $\pm 10.0\%$ $\sim 7.5\%$ (यह सह्यता इकट्ठे सूत के आघात पर 8 पीड से 30 पीड तक ग्रिस्ट जाने सूत/सुतली को लागू होगी। 8 पीड से 20 पीड तक के से अन्यथा जूट सूत/सुतली के लिए ग्रिस्ट के लिए सह्यता निर्धारित कर्ता की घोषणा के अनुसार होगी)
2.	बट या घुमाव प्रति इंच	जैसा तथा विचलना के बीच संविदा के अनुसार सह्यता $\pm 20.0\%$
3.	पुन प्राप्त संविदा	(जब तक जैसा तथा विचलना के बीच अन्यथा तय न पाया जाए यह सह्यता लागू होगी)। 14 प्रतिशत (जब तक जैसा तथा विचलना के बीच अन्यथा तय न पाया गया हो)
4.	तैलीय भ्रंश	जैसा और विचलना के बीच संविदा के अनुसार

जूट सूत और जूट सुतली की विशेषताएं

(अनुसूची II का मद ख)

सारणी II

क्रम सं०	विशेषता	अपेक्षाएं
1	क्वालिटी अनुपात	सविदा में अनुबंधित मुख्य में कम नहीं होगा।
2	सामान्य संवेदी	सविदा में अनुबंधित मुख्य में अधिक नहीं होगा।
3	नवन सामान्य	सविदा में अनुबंधित मुख्य में कम नहीं होगा।

4 पैकिंग और चिन्हांकन नियम 1 के अधीन निविष्ट नियमों के अनुसार यथास्थिति उपायों द्वारा विनिर्दिष्ट सामग्री मानक विनिर्देशों में अधिकाधिक अपेक्षाओं के अनुसार यदि कोई है। पैक की जाएगी और उस पर निम्नलिखित जानकारी चिन्हांकन की जाएगी अर्थात्

(क) विनिर्माता का नाम या रजिस्ट्रेशन व्यापार चिह्न यदि कोई हो।

(ख) सामग्री का नाम और

(ग) भारत में तथा आयात करने वाले देश में प्रचलित विधि द्वारा अपेक्षित नई शब्द जानबूझकर।

निर्यात निरीक्षण अभिकरण से प्रमाणपत्र प्राप्त होना के पश्चात् उसमें संबंधित पैक-लदान की समाप्ति पर निर्यात निरीक्षण अभिकरण का गाँठ/गठ्ठर की सहायता की पहचान की जाएगी।

5 सूत्र चिपकाना — नियम 4 के अनुसार चिन्हांकित और पैक की गयी सामग्री की प्रत्येक गाँठ या गठ्ठर पर परिषद् द्वारा इस प्रयोजन के लिए अनुमोदित मोहर विनिर्माण मिल द्वारा लगायी जाएगी।

6 निरीक्षण की प्रक्रिया — (1) जूट सूत या जूट सुतली का निर्यात करने का इच्छुक निर्यातकर्ता या विनिर्माण करने वाली मिल —

(क) अपने ऐसा करने के आशय की सूचना लिखित रूप में देगी और सूचना के साथ ऐसे निर्यात से संबंधित सविदा में अनुबंधित विनिर्देशों की घोषणा अभिकरण के निकटतम कार्यालयों का भी देगी, और

(ख) एसी सूचना के साथ यह घोषणा भी करेगी कि जूट सूत तथा सुतली के परेषण का विनिर्माण नियम 3 में निविष्ट नियंत्रणों के अनुसार क्वालिटी नियंत्रण उपायों का प्रयोग करने हुए किया गया है और परेषण इस प्रयोजन के लिए मान्यता प्राप्त मानक विनिर्देशों के अनुकूल है।

(2) यथास्थिति, निर्यातकर्ता या विनिर्माण करने वाली मिल प्रत्येक परेषण की गाँठ/गठ्ठर पर लगाए गए पहचान चिह्न भी अभिकरण के निकटतम कार्यालय को देगा।

(3) उप-नियम (1) के अधीन प्रत्येक सूचना और घोषणा विनिर्माता के परिसर से परेषण के भेजे जाने से तीन दिन पूर्व अभिकरण के निकटतम कार्यालय में पहुँच जाएगी।

(4) उप-नियम (1) के अधीन प्रत्येक सूचना और घोषणा प्राप्त होने पर अभिकरण, अपना यह समाधान कर लेने पर कि जूट सूत और जूट सुतली के परेषण का विनिर्माण नियम 3 की अपेक्षाओं के अनुसार किया गया है और निर्यात निरीक्षण परिषद् द्वारा इस संबंध में जारी किए गए अनुदेशों का, यदि कोई हो, पालन किया गया है, यह घोषणा करने हुए प्रमाण पत्र जारी करेगा कि परेषण निर्यात योग्य है।

7 परेषणानुसार निरीक्षण — यदि किसी गमन विनिर्माता या विनिर्माण करने वाली मिल किसी कारणवश नियम 3 में नियम 5 तक के उपबन्धों के अनुसार प्रत्येक के दौरान क्वालिटी नियंत्रण का पालन करने में असमर्थ रहती है या परिषद् द्वारा इस संबंध में जारी किए गए अनुदेशों के अनुसार अभिकरण द्वारा परेषण-कार पालन-पालन पूर्व निरीक्षण किया जाएगा और ऐसे निरीक्षण के लिए निरीक्षण कम नियम 10 के अधीन विनिर्दिष्ट फीस में सुवर्गीय दर पर ली जाएगी।

8 निरीक्षण के लिए सुविधाएँ — विनिर्माता या निर्यातकर्ता अभिकरण को यथास्थिति नियम 6 या नियम 7 का अपेक्षापूर्व निरीक्षण के लिए सभी आवश्यक सुविधाएँ देगा।

9 निरीक्षण का स्थान — इन नियमों के प्रयोजन के लिए जूट सूत और जूट सुतली का निरीक्षण विनिर्माण करने वाला मिल के परिसरों पर या अन्य किसी स्थान पर जहाँ पराक्षण सुविधाएँ विद्यमान हो सकेगी।

10 निरीक्षण फीस — जूट सूत या जूट सुतली के निरीक्षण के लिए निरीक्षण फीस निम्नलिखित दरी पर संचित की जाएगी।

जूट सूत और जूट सुतली 12 75 रुपए प्रति मीट्रिक टन।

11 धरोहर — (1) यथास्थिति नियम 6 के उपबन्ध (4) या नियम 7 के अधीन अभिकरण द्वारा प्रमाणपत्र जारी करने से इस्हार किए जाने से व्यक्ति कोई व्यक्ति ऐसे इस्हार की सूचना प्राप्त होने से दस दिन के भीतर केन्द्रीय सरकार द्वारा इस प्रयोजन के लिए गठित विशेषज्ञों के पैनल का जिसमें कम से कम तीन व्यक्ति होंगे, अधीन कर सकेगा।

(2) पैनल की गणपूर्ति तान से द्वारा,

(3) ऐसी धरोहर पर पैनल का विनिश्चय अन्तिम होगा और

(4) धरोहर प्राप्त होने के पन्ध्र दिन के भीतर निर्यात हो जाएगी।

[सं 6(13)/74-ई०आर्डी० एच० ई०पी०]

S.O. 3619.—In exercise of the powers conferred by section 17 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby makes the following rules, namely:—

1 Short title and Commencement—(1) These rules may be called the Export of Jute Yarn and Jute Twine (Quality Control and Inspection) Rules, 1982

2 They shall come into force on the date of their publication in the Official Gazette

2 Definitions—In these rules, unless the context otherwise requires,—

(a) "Act" means the Export (Quality Control and Inspection) Act, 1963 (22 of 1963);

(b) "Agency" means any of the Export Inspection Agencies established at Bombay, Calcutta, Cochin, Delhi and Madras under section 7 of the Act

(c) "Council" means the Export Inspection Council established under section 3 of the Act,

(d) "Jute Yarn" means all varieties of jute yarn spun out of jute fibre,

(e) "Jute Twine" means plied jute yarn made by twisting together two or more strands of jute yarn,

3 Inprocess Quality Control—The quality of jute yarn and jute twine intended for export shall be ensured by the manufacturing mill affecting the Controls, at different stages of manufacture, together with the levels of controls specified in Schedule I and Schedule II appended to these rules subject to the following requirements namely:—

(1) A laboratory and inspection department shall be maintained at the mill premises which shall be suitably equipped

and staffed to carry out tests and inspection at the frequency advised by the Council to ensure that the products manufactured conform to the standard specification.

(2) All records of the tests and inspection shall be maintained by the manufacturing mill at the stages of manufacture specified in Schedule I and Schedule II and shall be made available to the Council or Agency.

(3) For the purpose of inspection under these rules all jute yarn and jute twine of one type of quality manufactured under similar conditions in one single day of the winding department shall constitute a control unit.

SCHEDULE I

[See sub-paragraph (2) of Paragraph (3)]

STAGES OF MANUFACTURE

(1) Minimum sample size—12 bobbins or 12 spools or 12 cops selected uniformly throughout the day (24 hour) for each quality.

(2) From each bobbin or spool or cop a hank of 68.58 metres (75 yards) shall be made.

(3) All the 12 hanks will be weighed at a time in grams (Ounces) from which the average grist of the yarn or twine at observed M.R. (Moisture Regain) per cent shall be calculated.

(4) From the above 12 hanks at least 5 M.R. (Moisture Regain) readings shall be taken from which the average M.R. (Moisture Regain) per cent shall be calculated.

(5) From stages 3 and 4 above, finally the average grist of the yarn or twine at standard contract regain will be calculated.

(6) At least 50 readings of tensile strength shall be taken from the above 12 hanks to calculate average strength and strength C.V. per cent (Coefficient of Variation). Methods of test will be as per IS: 1670—1970.

(7) From the 12 bobbins or spools, or cops, as selected above at least 2 readings of turns or twist per 2.54 centimetres (per inch) shall be taken from each bobbin or spool or cop and the average of 24 readings shall be calculated and the test length of yarn or twine for each reading shall be 25.4 centimetres (10 inches) or below as per IS: 832—1964.

(8) From the 12 bobbins or spools or cops, as above, 2 test samples, each samples weighing at least 20 grams, shall be drawn for determining oil content per cent of jute yarn or jute twine.

NOTE: (i) The manufacturers are permitted to maintain in-process quality control and records thereof in the different manner than above, subject to the approval of EIA.

(ii) In the absence of any characteristics in the contract such characteristics may not be tested (This is applicable for Table I and Table II).

SCHEDULE II

(See paragraph 3)

LEVELS OF CONTROLS

A. General Requirements

(1) The jute yarn and jute twine shall be reasonably even and uniform in colour and reasonably free from manufacturing defects.

(2) In case of jute twine all the components jute yarns shall be of the same count unless particularly specified.

(3) The jute yarn and jute twine shall be supplied in the form of spools or hanks or cops or as specified by the buyer.

B. Specific Requirements or Criteria for Conformity:—

(1) The jute yarn and the jute twine of a particular quality shall conform to the requirements laid down in Table I and Table II appended therein.

(2) Count (Grist).—The average count or grist of jute yarn or jute twine samples under test shall be in accordance with the requirements as specified in Table I.

(3) Twist or turn per 2.54 centimetres (per inch).—The average twist or turns per 2.54 centimetres (per inch) of jute yarn or jute twine samples under test shall be in accordance with the requirements as specified in Table I.

(4) Oil content (maximum).—The average oil content per cent of the jute or jute twine samples under test shall not exceed the percentage as specified in Table I.

(5) Average tensile strength value of the jute yarn or jute twine samples under test shall not be less than the value specified in Table II.

(6) Quality ratio and strength C.V. per cent.—The quality ratio (minimum) strength C.V. per cent value (maximum) of jute yarn or jute twine samples under test shall be as specified in Table II.

NOTE:—For the purpose of calculating quality ratio the actual value of the count or grist as obtained in Schedule I, item 3 shall be taken.

(7) Number of yarns in twine.—The number of component yarns in a twine shall not generally be less than as stipulated in the contract.

PARTICULARS OF JUTE YARN AND JUTE TWINE (Item B of Schedule I)

TABLE I

Sl. Characteristics No.	Requirements
1. Count or grist	As per contract between the buyer and the seller. Tolerance $\pm 10.0\%$ — 7.5% (This tolerance will be applicable to yarn twine of grist from 8 lbs. to 30 lbs. on single yarn basis. For jute yarn and twine other than 8 lbs. to 20 lbs. the tolerance for grist will be as per declaration of the exporter).
2. Twist or Turns per inch	As per contract between the buyer and the seller— Tolerance — 20.0% (This tolerance will be applicable unless otherwise agreed to between the buyer and the seller.)
3. Contract Regain	14% (Unless otherwise agreed to between the buyer and the seller.)
4. Oil Content	As per contract between the buyer and the seller.

PARTICULARS OF JUTE YARN AND JUTE TWINE (Item B of Schedule II)

TABLE II

Sl. Characteristics No.	Requirements
1. Quality Ratio %	Not less than the value as stipulated in the contract.
2. Strength C.V. %	Not more than the value as stipulated in the contract.
3. Tensile Strength	Not less than the value as stipulated in the contract.

4. Packing and Marking.—The material manufacturer by quality control measures as per controls referred to under rule 3 shall be packed as per the requirements, if any, laid down in the standard specifications and marked with the following information namely :—

- (a) Name of the manufacturer or registered trade mark if any,
- (b) Name of the material; and
- (c) Any other information required by the law in force in India and the importing country.

After obtaining the certificate from Export Inspection Agency the identification of bale/truss number may be given to Export Inspection Agency on completion of shipment against the same.

5. Affixation of Stamp.—Every bale or truss of the material packed and marked in accordance with rule 4 shall be stamped by the Manufacturing mills with the stamps approved for the purpose by the Council.

6. Procedure of Inspection.—(1) The exporter or a manufacturing mill intending to export jute yarn and jute twine shall :—

- (a) give intimation in writing of his intention to do and submit along with such intimation a declaration of the specifications stipulated in the contract relating to such export to the nearest office of the Agency; and
- (b) submit along with such intimation a declaration that the consignment of jute yarn and jute twine has been manufactured by exercising quality control measures as per controls referred to under rule 3 and that the consignment conforms to the requirements of the specifications recognised for the purpose.

2. The exporter or a manufacturing mill as the case may be shall also furnish to the nearest office of the Agency the identification marks applied on each bale or truss of the consignment.

(3) Every intimation and declaration under sub-rule (1) shall reach the nearest office of the Agency not less than three days prior to the despatch of the consignment from the manufacturer's premises.

(4) On receipt of intimation and declaration under sub-rule (1) the Agency, on satisfying itself that the consignment of jute yarn or jute twine has been manufactured as per requirements of rule 3 and the instructions, if any, issued by the Council in this regard, have been observed, shall issue a certificate declaring the consignment as export-worthy.

7. Consignmentwise Inspection.—If at any time, the manufacturer or manufacturing mill fails to implement in-process quality control in accordance with the provisions of rules 3 to 5 due to any reason, pre-shipment inspection shall be carried out on a consignmentwise basis by the Agency in accordance with instructions issued by the Council in this regard and the inspection fee for such inspection shall be charged at double the rates specified under rule 10.

8. Facilities for Inspection.—The manufacturer or exporter shall provide all facilities to the Agency to carry out inspection as may be required under rule 6 or rule 7, as the case may be.

9. Place of Inspection.—Every inspection of Jute Yarn and Jute Twine for the purpose of these rules shall be carried out at the premises of the manufacturing mill or any other place where testing facilities exist.

10. Inspection Fee.—Fee at the following rate shall be paid as inspection fee for inspection of Jute Yarn and Jute Twine.

Jute Yarn and Jute Twine.—Rs. 12.75 per Metric Tonne.

11. Appeal.—(1) Any person aggrieved by the refusal of the Agency to issue a certificate under sub-rule (4) of rule 6 and rule 7, as the case may be, may within ten days of the receipt of the communication of such refusal, prefer an appeal to Panel of Experts consisting of not less than three persons, as may be constituted for the purpose by the Central Government.

(2) The quorum of the Panel of Experts shall be three.

(3) The decision of the Panel of Experts on such appeal shall be final.

(4) The appeal shall be disposed of within fifteen days of its receipt.

[No. 6(13)/74-FI&EP]

क्र०आ० 3620—केन्द्रीय सरकार निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निर्यात से पूर्व जूट सूत और जूट सुतली के क्वालिटी नियंत्रण और निरीक्षण के लिए निम्नलिखित अधिकार्यों को मान्यता देती है, अर्थात् :—

1. निर्यात निरीक्षण अधिकरण—कलकत्ता,
'वर्ड ट्रेड सेंटर',
14/1 बी० एजरा स्ट्रीट (7वीं मंजिल),
कलकत्ता-700 001
2. निर्यात निरीक्षण अधिकरण—मद्रास,
213, रोमाईचट्ट हाई रोड,
मद्रास-600 014
3. निर्यात निरीक्षण अधिकरण—मुम्बई,
अमन चौमर्से (पाँचवीं मंजिल),
113, एम० कार्वे रोड
मुम्बई-400 004
4. निर्यात निरीक्षण अधिकरण—कोचीन,
ममोहर बिल्डिंग,
महाराजा गांधी रोड, एन०कुलम,
कोचीन-682 011
5. निर्यात निरीक्षण अधिकरण—दिल्ली,
म्युनिसिपल मार्केट बिल्डिंग,
3 सरस्वती मार्ग, कटोला बाग
नई दिल्ली-110 005

व्याख्या—इस अधिसूचन में जूट सूत और जूट सुतली से निम्नलिखित अधिप्रेत है :—

- (i) 'जूट सूत' से जूट फाइबर से काना हुआ सभी प्रकार का जूट सूत अधिप्रेत है।
- (ii) 'जूट सुतली' से जूट सुतली की दो या दो से अधिक लड़ियों को एक साथ बटकर बनाई गयी जूट सुतली अधिप्रेत है।

[सं० 6(13)/74-ई० आई० एंड ई०पी०]

S.O. 3620.—In exercise of the powers conferred by section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises the following agencies for quality control and inspection of Jute Yarn and Jute Twine prior to its export, namely :—

1. Export Inspection Agency—Calcutta,
'Word Trade Centre',
14/1B, Ezra Street (7th Floor),
Calcutta-700001.

2. Export Inspection Agency—Madras,
213, Royapettah High Road,
Madras-600014

3. Export Inspection Agency—Bombay,
Aman Chambers, (4th Floor),
113, M. Karve Road,
Bombay-400004

4. Export Inspection Agency—Cochin,
Manohar Building,
Mahatma Gandhi Road,
Ernakulam,
Cochin-682011.

5. Export Inspection Agency—Delhi,
Municipal Market Building,
3, Saraswati Marg,
Karol Bagh,
New Delhi-110005

Explanation—In this notification Jute Yarn and Jute Twine means.

- (i) "Jute Yarn" mean all varieties of jute yarn spun out of jute fibre.
(ii) "Jute Twine" mean plied jute yarn made by twisting together two or more strands of Jute Yarn.

[No. 6(13)/74-FI&EP]

(वाणिज्य विभाग)

नई दिल्ली, 23 अक्टूबर 1982

कां० 3621—निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एन० द्वारा मद्रास गार्डनरुडोफी लि०, 36, राजाजी मलाई, पोस्ट बॉक्स नं० 42, मद्रास-600001 को इससे उपाखण्ड अनुसूची में विनिर्दिष्ट खनिज और अयस्क का निर्यात में पूर्व निरीक्षण के लिए अधिवर्णन के रूप में एक वर्ष की अवधि के लिए मान्यता देती है।

अनुसूची

1. मैंगनीज डायक्साइड सहित कच्ची मैंगनीज धातु।
2. कच्ची धातु।
3. फीरोमैंगनीज के धातुमय सहित फीरोमैंगनीज।
4. निस्तप्त बोक्साइट सहित बोक्साइट।
5. मैंगनीज डायक्साइड।
6. मादित क्रोम सहित कच्चा क्रोम।
7. क्रोमिनाइट।
8. तिलोमेनाइट।
9. सॉलिट जिंक सहित कच्चा जिंक।
10. परिदग्ध और निस्तप्त कैल्सिड मैंगनेसाइट सहित मैंगनेसाइट।
11. बेराल्ड्स।
12. लाल आक्साइड।
13. पीला गैरिक।
14. सेलसरी।
15. फेल्डस्पार।

[कां० सं० 5(5)/82—ई०आई० एण्ड ई०पी०]
सी०बी० कुक्रेती, संयुक्त निदेशक

(Department of Commerce)

New Delhi, the 23rd October, 1982

S.O. 3621.—In exercise of the powers conferred by section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises for a period of one year M/s. Gordonwoodroffe Ltd., 36, Rajaji Salai, Post Box No. 42, Madras-600001, as an Agency for the inspection of Minerals and Ores specified in Schedule annexed hereto prior to export.

SCHEDULE

1. Manganese Ore, Excluding manganese dioxide.
2. Iron Ore.
3. Ferromanganese, including ferromanganese slag
4. Bauxite, including calcined bauxite.
5. Manganese Dioxide.
6. Chrome Ore, including chrome concentrates.
7. Kyanite.
8. Sillimanite.
9. Zinc Ores, including zinc concentrates.
10. Magnesite, including dead burnt and calcined magnesite.
11. Barytes.
12. Red Oxide
13. Yellow Ochre
14. Steatite.
15. Feldspar.

[No. 5(5)/82-EI&EP]

C. B. KUKRETI, Jr. Director

(उप-मुख्य निर्यात, आयात-निर्यात का कार्यालय)

रद्द करने का आदेश

जयपुर, 16 अगस्त, 1982

कां० 3622—सर्वोच्च कच्ची या साव कल्याणमल जयपुर को 29,91,400 रुपये मात्र के लिए एक प्रतिष्ठित आयात लाइसेंस सं० पी/इम्प/2953219 दिनांक 4-11-1981 परिसिस्ट-5 में दी गई थी जो के आयात के लिए लेकिन, अक्टूबर-मार्च 82 की तिथि के परिसिस्ट-18 में दी गई मरदा को छोड़कर इस शर्त के साथ प्रदान किया गया था कि केवल एक मरदा का आयात पांच लाख रुपये (5,00,000 रुपये) से अधिक नहीं होगा। आयातित वस्तुओं को केवल बाध्यताओं को ही देखा जाएगा।

पार्टी ने लाइसेंस सं० पी/इम्प/2953219 दिनांक 4-11-1981 की सीमा शुल्क प्रयोजनार्थ प्रति की अनुमिति जारी करने के लिए इस आधार पर आवेदन किया है कि उक्त लाइसेंस की मूल प्रति उनसे बिना किसी सीमा शुल्क प्राधिकारों से पत्राचार कराए तथा बिना उल्लेख किए हो गई/प्रस्थानस्थ हो गई है। पार्टी ने प्रति के अनुसार प्रवेक्षित शपथपत्र दाखिल किया है और यह बताना है कि लाइसेंस को सीमा शुल्क प्रयोजनार्थ प्रति की मूल प्रति यदि बाद में खोज सी जानी है या मिल जानी है या है तो लाइसेंस प्राधिकारों को वापिस लौटा या जाएगी।

मैं मन्तुष्ट हूँ कि लाइसेंस सं० 2953219 दिनांक 4-11-1981 की मूल सीमा शुल्क प्रयोजनार्थ प्रति जो गई/प्रस्थानस्थ हो गई है और निवेदन देता हूँ कि पार्टी को लाइसेंस सीमा शुल्क प्रयोजनार्थ प्रति की अनुमिति जारी की जाना चाहिए और लाइसेंस की सीमा शुल्क प्रयोजनार्थ प्रति की मूल प्रति को एतद्वारा रद्द किया जाता है।

[मिनिस्टर सं० आर०जी०एम०/ईएच०-7/एम-82/उप मुख्य निर्यात, आयात-निर्यात (नियंत्रण/राज्य)]

एम० के० दत्ता, उप-मुख्य निर्यात, आयात-निर्यात

(Office of the Deputy Chief Controller of Imports & Exports)

CANCELLATION ORDER

Jaipur, the 16th August, 1982

S.O. 3622.—M/s. Kanhaiyalal Kalyanmal, Jaipur were granted additional import licence No. P/W/2953219 dated 4th November, 1981 for Rs. 29,91,400 only for the import of "Items appearing in appx. 5 excluding, however, the items

appearing in Appendix 26 as per A—M. 82 policy and subject to the condition that import of single items shall not exceed Rs. five lakhs (Rs. 5,00,000 only) in value. The imported goods shall be disposed of to the eligible actual users, only. XXX".

The party has applied for grant of duplicate customs purposes copy of licence on the ground, that the original customs purpose copy of licence No. P/W/2953219 dated 4-11-1981 have been lost/misplaced by them, without having been registered with customs authority and unutilised. The party has also furnished necessary affidavit as required in terms of policy and undertake to return to the licensing authority the Original custom purpose copy of the licence, if it is traced or found later on.

I am satisfied that the Original customs purpose copy of licence No. 2953219 dated 4-11-1981 has been lost/misplaced and direct, that duplicate custom purpose copy of the licence should be issued to the applicant and the original customs purpose copy of licence is hereby cancelled.

[F. No. RGM/EH. 7/AM. 82/DCCE&E/RAT/1609]

S. K. DATTA, Dy. Chief Controller of Imports and Exports

नागरिक पूर्ति मंत्रालय

नई दिल्ली, 13 अक्टूबर, 1982

का० आ० 3623:—केन्द्रीय सरकार, वायदा बाजार आयोग के परामर्श से भटिण्डा ओम एण्ड आयाल एक्सचेंज लि०, भटिण्डा द्वारा, अधिम सविदा (विनियमन) अधिनियम, 1952 (1952 का 74) की धारा 5 के अधीन मान्यता के नवीकरण के लिए किए गये आवेदन पर विचार करके और अपना यह समाधान हो जाने पर कि ऐसा करना व्यापार के हित में और लोकहित में होगा, उक्त अधिनियम की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये उक्त एक्सचेंज को गुड़ में अधिम सविदा की बाबत 20 अक्टूबर, 1982 की और से 19 अक्टूबर, 1985 तक तीन वर्ष की अनिश्चित अवधि के लिए मान्यता प्रदान करती है।

2. इसके द्वारा प्रदत्त मान्यता इस शर्त के अधीन रहते हुए कि उक्त एक्सचेंज ऐसे निदेशों का अनुपालन करेगा जो वायदा बाजार आयोग द्वारा समय-समय पर दिए जायें।

[का० सं० 12 (3) आई० टी०-82]

मोहन लाल जाटव, उप सचिव

MINISTRY OF CIVIL SUPPLIES

New Delhi, the 13th October, 1982

S.O. 3623.—The Central Government, in consultation with the Forward Markets Commission, having considered the application for renewal of recognition made under section 5 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952), by Bhatinda Om and Oil Exchange Ltd., Bhatinda, and being satisfied that it would be in the interest of the trade and also in the public interest so to do, hereby grants, in exercise of the powers conferred by section 6 of the said Act, recognition to the said Exchange for a further period of three years on and from 20th October, 1982 to 19th October, 1985 in respect of forward contracts in gur.

2. The recognition hereby granted is subject to the condition that the said Exchange shall comply with such directions as may, from time to time, be given by the Forward Markets Commission.

[F. No. 12(3)-IT/82]

M. L. JATAV, Dy. Secy.

824 GI/82—2

ऊर्जा मंत्रालय

(पेट्रोलियम विभाग)

नई दिल्ली, 5 अक्टूबर, 1982

का० आ० 3624:—यन. केन्द्रीय सरकार का यह प्रतीत होता है कि साक्षित में यह आवश्यक है कि गुजरात राज्य में के०ग्रो०डी०-19 से जी०जी०एस०-VIII तक पेट्रोलियम के परिवहन के लिये पाइप लाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए ;

और यन : यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये एतद्पाठ्य अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है ;

यन : अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (ii) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए केन्द्रीय सरकार ने उनमें उपयोग का अधिकार अर्जित करने का अपना आदेश एतद्द्वारा घोषित किया है ;

यनमें कि उक्त भूमि में हितवद्ध कोई व्यक्ति, उस भूमि के लिये पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग यकरपुरा रोड, बड़ोदरा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेंगे ;

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चित: यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि-अवसरों की मार्फत।

अनुसूची

कूप सं० के० ग्रो० डी०—19 से जी० जी० एस 8

राज्य : गुजरात	जिला : मेहसाना	तालुका : कलोल			
गांव	ब्लॉक सं०	है०	एकराई	सेन्टीयर	
प्रतापपुरा	93	0	01	00	
	94	0	17	25	
	96	0	02	93	
	95	0	15	90	

[सं० 12016/44/82-प्र०]

MINISTRY OF ENERGY

(Department of Petroleum)

New Delhi, the 5th October, 1982

S.O. 3624.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from KOD-19 to G.G.S. VIII in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein :

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil and Natural Gas Commission, Construction and Maintenance Division, Makarpura Road, Vadodara-390009 ;

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

PIPELINE FROM WELL NO. KOD-19 TO GGS VIII

STATE : GUJARAT DISTRICT : MEHSANA TALUKA : KALOL

Village	Block No.	Hectare	Are	Centiare
1	2	3	4	5
Pratappura	93	0	01	00
	94	0	17	25
	96	0	02	93
	95	0	15	90

[No. 12016/44/82-Prod.]

का० आ० 3625—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में जे० आर० ई० से झालोरा जी० जी० एस०—I तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए ;

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये एतद्वाक्य अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (ii) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वाक्य द्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, बड़ोदरा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चितः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि-व्यवसायी की मार्फत।

अनुसूची

कूप नं० जे० आर० ई० से झालोरा जी० जी० एस I

राज्य : गुजरात	जिला : मेहसाणा	तालुका : काली
गांव	सर्वे नं०	हेक्टेयर ए आर ई सेन्टीयर
1	2	3 4 5
मेरडा	1	0 08 10
	8	0 05 00
	8/1	0 01 30
	11	0 12 30

[सं० 12016/45/82-प्रो०]

S.O. 3625.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Well No. JRE to JHALORA GGS I in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission ;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed thereto ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein :

Provided that any person interested in the said land may, within 21 days from the date of this notification, object

to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Mankarpura Road, Vadodra-390009 ;

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

PIPELINE FROM WELL NO. JRE TO JHALORA GGS I

State : Gujarat District : Mehsana Taluka : Kadi

Village	Survey Number	Hectare	Are	Centiare
1	2	3	4	5
Merda	1	0	08	10
	8	0	05	00
	8/1	0	01	30
	11	0	12	30

[No. 12016/45/82-Prod.]

का० आ० 3626—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में कूप नं० जे० आर० ई० से झालोरा जी० जी० एस०—I तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए ;

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतद्वाक्य अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (ii) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वाक्य द्वारा घोषित किया है :

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, बड़ोदरा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चितः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि-व्यवसायी की मार्फत।

अनुसूची

कूप नं० जे० आर० ई० से झालोरा जी० जी० एस I

राज्य : गुजरात	जिला : मेहसाणा	तालुका : काली
गांव	सर्वे नं०	हेक्टेयर ए आर ई सेन्टीयर
पानसर	1951	0 12 07
	1050	0 07 73
	1049	0 00 90
	1048	0 01 80
	1046	0 14 18
काटेद्रेक		0 00 85
	970	0 16 20
	971	0 08 70
	972	0 07 50
	973	0 14 70
	974	0 07 13
	965	0 06 83
	961	0 06 97
काटेद्रेक		0 00 75
	923	0 18 00

[सं० 12016/46/82-प्रो०-I]

S.O. 3626.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from well No. KLG to WHI PANSAR in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

PIPELINE FROM WELL NO. KLG TO WHI PANSAR

State : Gujarat	District : Mohsana	Taluka : Kalol			
Village	Block No.	Hectare	Are	Centiare	
1	2	3	4	5	
Pansar	1051	0	12	07	
	1050	0	07	73	
	1049	0	00	90	
	1048	0	01	80	
	1046	0	14	18	
	Cart Track	0	00	85	
	970	0	16	20	
	971	0	08	70	
	972	0	07	50	
	973	1	14	70	
	974	0	07	13	
	965	0	06	83	
	961	0	06	97	
	Cart Track	0	00	75	
	923	0	18	00	

[No. 12016/46/82-Prod. I]

का० आ० 3627.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में के० प्रो० डी०-16 से जी० जी० एम० V तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये एनक्वायिज अधिसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962, (1962 का 50) की धारा 3 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

अतः कि उक्त भूमि में हितवश कोई व्यक्ति, उस भूमि के नीचे पाइपलाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड बड़ोदरा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चितता यह भी कबन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी को मार्फत।

अनुसूची

के० प्रो० डी०-16 से जी० जी० एम० V

राज्य—गुजरात	जिला—मोहसाणा	तालुका—कलोल			
गांव	ब्लॉक नं०	हेक्टेयर ए	घार ई	सेन्टीयर	
1	2	3	4	5	
छत्राल	632	0	27	68	
	633	0	02	40	
	637	0	30	73	
	639	0	07	35	
	640	0	08	03	
	625/2	0	18	90	
	625/3	0	23	91	

[सं० 12016/46/82-प्रोड० -II]

S.O. 3627.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from KOD-16 to GGS V in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

PIPELINE FROM KOD 16 to GGS V

State—Gujarat	District—Mohsana	Taluka—Kalol			
Village	Block No.	Hectare	ARE	Centiare	
1	2	3	4	5	
Chhatral	632	0	27	68	
	633	0	02	40	
	637	0	30	73	
	639	0	07	35	
	640	0	08	03	
	625/2	0	18	90	
	625/3	0	23	91	

[No. 12016/46/82-Prod. II]

का० धा० 3628—यह केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि उत्तर प्रदेश में मथुरा से जालन्धर (पंजाब) तक पेट्रोलियम पदार्थों के परिवहन के लिए पाइपलाइन इन्डियन आयल कारपोरेशन द्वारा बिछाई जानी चाहिये।

और यह. यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एनक्वायर्ड अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अन्न पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एनक्वायर्ड घोषित किया है।

अतः कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइपलाइन बिछाने के लिए आक्षेप मन्त्रम प्राधिकारी, इन्डियन आयल कारपोरेशन लिमिटेड, मथुरा-जालन्धर पाइपलाइन प्रोजेक्ट, 705, मोता सिंह नगर, जालन्धर (पंजाब) को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्ट. [यह भी कथन करेगा कि क्या वह चाहता है कि उसकी मुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

तहसील नवां शहर		जिला : जालन्धर		राज्य : पंजाब	
		क्षेत्रफल			
ग्राम	खसरा नं०	है०	रा०	वर्ग	मीटर
1	2	3	4	5	
फाम्बरा	14	9 मिन	00	00	25
ह०न० 288	32	5 मिन	00	00	00
भरापड़	—	2159 मिन	00	04	42
ह०न० 207		2160 मिन	00	04	42
		2182 मिन	00	01	73
		2183 मिन	00	00	77
		2192 मिन	00	01	73
		2200 मिन	00	00	77
		2201 मिन	00	00	77
		2222 मिन	00	02	11
		2223 मिन	00	00	38
		2223 (II)	00	00	38
		2224 मिन	00	00	19
		2226 (II)	00	00	38
		2227 (II) मिन	00	00	77
		2282 मिन	00	00	00
		2847 मिन	00	00	00
		2849 मिन	00	00	00
		2916 मिन	00	00	77
		2938 मिन	00	00	00

[क्रमांक 12020/11/82-प्रोड०]

एल०एम० गोंयल, निदेशक

S.O. 3628.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum products from Mathura in Uttar Pradesh to Jullundur in Punjab pipelines should be laid by the Indian Oil Corporation Limited.

And whereas, it appears that for the purpose of laying such pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed hereto;

Now therefore, in exercise of the powers conferred by sub-Section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to laying of the pipelines under the land to the Competent Authority, Indian Oil Corporation Limited, Mathura-Jullundur Pipeline 705, Mota Singh Nagar Jullundur (Punjab).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Tehsil : Nawanshahr District : Jullundur State : Punjab				
Name of village	Khasra No.	Area		
		H.	A	Sq. M.
1	2	3	4	5
Phambra				
H. No 288	14/9 Min.	00	00	25
	32/5 Min	00	00	00
Urapar				
Ho. No. 207	2159 Min	00	04	42
	2160 Min	00	04	42
	2182 Min	00	01	73
	2183 Min	00	00	77
	2192	00	01	73
	2200 Min	00	00	77
	2201 Min	00	00	77
	2222 Min	00	02	11
	2223 Min	00	00	38
	2223 (Part II) Min	00	00	38
	2224 ..	00	00	19
	2226 (Part II) Min	00	00	38
	2227 (Part II) Min	00	00	71
	2282 (Part II) Min	00	00	00
	2847 (Part II) Min	00	00	00
	2849 (Part II) Min	00	00	00
	2916 (Part II) Min	00	00	77
	2938 (Part II) Min	00	00	00

[No. 12020/11/82-Prod.]

L.M. GOYAL, Director

(कोयला विभाग)

नई दिल्ली, 1 अक्टूबर 1982

का० धा० 3629—कोयला खान श्रम कल्याण निधि नियमावली 1919 के नियम 3 के उप-नियम (i) के खण्ड (क) उप खण्ड (7) के साथ पठित कोयला खान श्रम कल्याण निधि अधिनियम, 1947 (1947 का 32) की धारा 8 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय

सरकार एतद्द्वारा श्री पी० पापा राव, मुख्य कामिक अधिकारी, सिंगरेनी कोलियरीज कंपनी लि०, का अध्यक्ष-सह-प्रबंध निदेशक, सिंगरेनी कोलियरीज कंपनी लि० के स्थान पर, उक्त धारा के अधीन गठित मलाहकार समिति का संस्थापक करता है और उस उद्देश्य के लिए श्रम मंत्रालय की सरकारी अधिसूचना सं० सं० आ० 1264, दिनांक 5 अप्रैल, 1975 में निम्नलिखित संशोधन करती है, अर्थात्—

उपर्युक्त अधिसूचना में, क्रम-संख्या 10 के सामने की प्रविष्टियों में, "अध्यक्ष-सह-प्रबंध निदेशक" शब्दों के स्थान पर 'श्री पी० पापा राव, मुख्य कामिक अधिकारी' शब्द प्रतिस्थापित किए जाएंगे।

[यू०-23018/11/78-इस्यू० ए० एम०/सी० एम० इस्यू०]

सुदर्शन, अवर सचिव,

(Department of Coal)

New Delhi, the 1st October, 1982

S.O. 3629.—In exercise of the powers conferred by section 8 of the Coal Mines Labour Welfare Fund Act, 1947, (32 of 1947), read with sub-clause (vi) of clause (a) of sub-rule (1) of rule 3 of the Coal Mines Labour Welfare Fund Rules, 1949, the Central Government hereby appoint Shri P. Papa Rao, Chief Personnel Officer, Singareni Collieries Company Ltd. as Member of the Advisory Committee constituted under the said section, vide Chairman cum-Managing Director, Singareni Collieries Company Ltd. and for that purpose amends the Government notification in the Ministry of Labour No. S. O. 1264, dated the 5th April, 1975 as follows namely :—

In the said notification, in the entries against serial number 10, for the word "Chairman-cum-Manag-

ing Director" the words "Shri P. Papa Rao, Chief Personnel Officer" shall be substituted.

[U-23018/11/78-WAM/CMW]
SUDARSHAN, Under Secy.

नई दिल्ली, 4 अक्टूबर, 1982

का०आ० 3630—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपर्युक्त अधिसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है,

अतः, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, उसमें कोयले का पूर्वेक्षण करने के अपने आशय की सूचना देती है,

2 इस अधिसूचना के अधीन आने वाली क्षेत्र के रक्षाक का निरीक्षण सेटल कोलफील्ड लिमिटेड (राजस्व अनुभाग) दरभंगा हाउस रांची के कार्यालय में या उपयुक्त हजारी बाग (बिहार) के कार्यालय में अथवा कोयला निर्यतक, 1, काउन्सिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में से किया जा सकता है।

इस अधिसूचना के अधीन आने वाली भूमि में हिनबद्ध सभी व्यक्ति, उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, खाटों और अन्य दस्तावेजों को, इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से 90 दिन के भीतर राजस्व अधिकारी, सेटल कोलफील्ड लिमिटेड, दरभंगा हाउस, रांची को भेजेंगे।

पादरंगी ग्लास

इसका सं. राजस्व/31/82

पश्चिमी बंगाल

कोयलाक्षेत्र

तारीख 21-4-1982

(पूर्वेक्षण करने के लिए अधिसूचित क्षेत्र)

क्रम सं०	ग्राम	थाना	थाना सं०	जिला	क्षेत्र एकड़	टिप्पणिया
1.	पादरंगी	साई	54	हजारीबाग	230.25	भाग
2.	कासि छाप	साई	123	हजारीबाग	37.50	भाग
3.	केरिबादा	साई	124	हजारीबाग	410.87	भाग
4.	तोपरा	साई	125	हजारीबाग	551.98	भाग
कुल क्षेत्र				1230.00 एकड़	(लगभग)	
या				497.75 हेक्टर	(लगभग)	

क-ख	सीमावर्णन	इ-च-छ	रेखाएं ग्राम तोपरा से होकर जाती हैं और बिन्दु "छ" पर मिलती हैं।
ख-ग	रेखा ग्राम पादरंगी से होकर जाती है और बिन्दु "ख" पर मिलती है।	छ-ज	रेखा ग्राम तोपरा और टापा की भागत सम्मिलित सीमा के साथ साथ जाती है और बिन्दु "ज" पर मिलती है।
ग-घ	रेखा ग्राम पादरंगी और ग्राम पिडरा की सम्मिलित सीमा के साथ साथ जाती है और बिन्दु "ग" पर मिलती है।	ज-झ	रेखा ग्राम केरिबादा और तोपरा की सम्मिलित सीमा के साथ साथ जाती है और बिन्दु "झ" पर मिलती है।
घ-ङ	रेखा ग्राम तोपरा और पिडरा की सम्मिलित सीमा के साथ साथ जाती है और बिन्दु "घ" पर मिलती है।	झ-ञ	रेखा ग्राम का मिखाप और टापा की भागत सम्मिलित सीमा के साथ साथ जाती है और बिन्दु "ञ" पर मिलती है।
	रेखा ग्राम तोपरा और टापा की भागत सम्मिलित सीमा के साथ साथ जाती है और बिन्दु "ङ" पर मिलती है।		

अ-ठ रेखा ग्राम कासिखाप में भेरा नदी से होकर जाती है, फिर ग्राम कासिखाप और केरिबादा से होकर जाती है [जो कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957

की धारा 4(1) के अधीन अधिसूचित मांडू ब्लॉक के उप-ब्लॉक 1 की सम्मिलित सीमा बनाती है] और बिन्दु "ठ" पर मिलती है।

ट-ठ रेखा ग्राम केरिबादा और ग्राम सेमरा की भागत सम्मिलित सीमा के साथ साथ जाती है और बिन्दु "ठ" पर मिलती है।

न-क रेखा ग्राम पादरंगी और ग्राम सेमरा की भागत सम्मिलित सीमा के साथ साथ जाती है और आरम्भिक बिन्दु "क" पर मिलती है।

[सं 19/38/82-सी०एन०]

New Delhi, the 4th, October, 1982.

S.O. 3630.—Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas Acquisition and Development Act, 1957, (20 of 1957), the Central Government hereby gives notice of its intention to prospect for coal therein;

The plan of the area covered by this notification can be inspected at the office of the Central Coalfields Limited, (Revenue Section), Darbhanga House, Ranchi, or at the office of the Deputy Commissioner, Hazaribagh (Bihar), or at the office of the Coal Controller, 1, Council House Street, Calcutta.

All persons interested in the land covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Revenue Officer, Central Coalfields Limited, Darbhanga House, Ranchi, within 90 days from the date of publication of this notification in the Official Gazette.

SCHEDULE
Padrangi Block
West Bokaro Coalfield

Drg. No. Rev/31/82
Dated 21-4-1982
(Area notified for prospecting)

Sl. No.	Village	Thana	Thana number	District	Area in acres	Remarks
1.	Padrangi	Mandu	54	Hazaribagh	230.25	Part
2.	Kasikhap	-do-	123	-do-	37.50	-do-
3.	Keribanda	-do-	124	-do-	410.87	-do-
4.	Toera	-do-	125	-do-	551.38	-do-
Total area :— 1230.00 acres (approximately) or 497.75 hectares (approximately)						

Boundary description :—

- A-B line passes through village Padrangi and meets at point 'B'.
B-C line passes along the common boundary of villages Padrangi and Pindra and meets at point 'C'.
C-D line passes along the common boundary of villages Toera and Pindra and meets at point 'D'.
D-E line passes along the part common boundary of villages Toera and Topa and meets at point 'E'.
E-F-G lines pass through village Toera and meets at point 'G'.
G-H line passes along the part common boundary of villages Toera and Topa and meets at point 'H'.
H-I line passes along the common boundary of villages Keribanda and Topa and meets at point 'I'.
I-J line passes along the part common boundary of villages Kasikhap and Topa and meets at point 'J'.
J-K line passes through Bhera Nadi (River) in village Kasikhap then passes through village Kasikhap and Keribanda (which forms common boundary of sub-block-I of Mandu Block notified u/s 4(1) of the Coal Bearing Areas (Acquisition & Development) Act, 1957) and meets at point 'K'.
K-L line passes along the part common boundary of villages Keribanda and Semra and meets at point 'L'.

L-A line passes along the part common boundary of villages Padrangi and Somra and meets at starting point 'A'.

[No. 19/38/82-CL]

नई दिल्ली, 11 अक्टूबर, 1982

का०आ० 3631.—केन्द्रीय सरकार ने, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 4 को उपधारा (1) के अधीन, भारत के राजपत्र भाग 2, खंड 3, उपखंड (ii) तारीख 24 नवम्बर, 1979 में प्रकाशित भारत सरकार के भूतुल्य इस्पात, खान और कोयला मंत्रालय कोयला विभाग की अधिसूचना सं० का०आ० 3833 तारीख 7 नवम्बर, 1979 द्वारा उस अधिसूचना से सलग अनुसूची में विनिर्दिष्ट परिश्रेत में 1472.00 एकड़ (लगभग) या 595.69 हेक्टर (लगभग) की भूमि से कोयले का पूर्वेक्षण करने के अपने आशय की सूचना दी थी ;

और केन्द्रीय सरकार ने, उक्त अधिनियम की धारा 7 की उपधारा (1) के अधीन भारत के राजपत्र, असाधारण, भाग 2, खंड 3, उपखंड (ii) तारीख 28 जनवरी, 1982 में प्रकाशित भारत सरकार के ऊर्जा मंत्रालय (कोयला विभाग) की अधिसूचना सं० का०आ० 55(अ), तारीख 27 जनवरी, 1982 द्वारा सूचना दी थी जिसमें 21 नवम्बर, 1981 से प्रारम्भ होने वाला एक वर्ष की और अवधि को उस अवधि के रूप में विनिर्दिष्ट किया

गया था जिसके भीतर केन्द्रीय सरकार उक्त भूमि का अधिपत या ऐसी भूमि या उस पर किसी अधिकारी को अर्जित करने के प्रयत्न आशय की सूचना दे सकती थी; और केन्द्रीय सरकार का समझाना हो गया है कि उक्त भूमि में कोयला अभिप्राप्त है,

अतः, केन्द्रीय सरकार कोयला धारक क्षेत्र अर्जित और विकास अधिनियम, 1957 (1957 का 20) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इससे संलग्न अनुसूची में वर्णित 1472.00 एकड़ (लगभग) या 595.00 हेक्टर (लगभग) माप की भूमि का अर्जित करने के अपने आशय की सूचना देती है।

टिप्पण-1 इस अधिसूचना के अधीन आने वाले रेखांक का निरीक्षण जिला मजिस्ट्रेट धनकानल (उड़ीसा) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाऊस स्ट्रीट, कलकत्ता के कार्यालय में प्रथम सेटल कोल-कोर्रुप्ट सिमिटेड (राजस्व अनुभाग) दरभंगा हाउस, रांची (बिहार) के कार्यालय में किया जा सकता है।

टिप्पण-2 कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 8 के उपबन्धों की ओर ध्यान आकृष्ट किया जाता है जिसमें निम्नलिखित उपबन्धित है—

“8 (1) कोई व्यक्ति जो किसी भूमि में जिसको बाखल धारा 7 के अधीन अधिसूचना निकासी गई है, हितबद्ध है, अधिसूचना के निकाले जाने से तीस दिन के भीतर संपूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर किन्हीं अधिकारों का अर्जन किए जाने के बारे में आपत्ति कर सकेगा।

स्पष्टीकरण—इस धारा के अधीन अर्जित या अर्जित नहीं माना जाएगा कि कोई व्यक्ति किसी भूमि में कारवा उन्नाशन के लिए स्वयंखनन अधिकार, करना चाहता है और ऐसी निकासी केन्द्रीय सरकार या किसी अन्य व्यक्ति का नहीं करना चाहिए।

(2) उपधारा (1) के अधीन प्रत्येक आपत्ति सभ्य प्राधिकारी को लिखित रूप में की जाएगी और सभ्य प्राधिकारी आपत्तिकर्ता को स्वयं मुने जाने का या विधि व्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात् और ऐसी अतिरिक्त जांच, यदि कोई है, करने के पश्चात् जो वह आवश्यक समझता है वह या तो धारा 7 की उपधारा (1) के अधीन अधिसूचित भूमि के या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़ों या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आशयों पर अर्जित अधिकारियों और उनके द्वारा की गई कार्यवाही के अभिलेख सहित विभिन्न रिपोर्टें केन्द्रीय सरकार का उनके विनिश्चय के लिए देगा।

(3) इस धारा के प्रयोजनों के लिए वह व्यक्ति किसी भूमि में हितबद्ध समझ जाएगा जो प्रतिकार के हित का दावा करने का हक्कार होता यदि भूमि या ऐसी भूमि में या उस पर अधिकार इस अधिनियम के अधीन अर्जित कर लिए जाने।”

टिप्पण-3 केन्द्रीय सरकार ने, कारवा नियंत्रक, 1, काउंसिल हाऊस स्ट्रीट, कलकत्ता को उक्त अधिनियम के अधीन सभ्य प्राधिकारी नियुक्त किया है।]]

अनुसूची

अनन्त बेरिनी ब्लाक

तालचैर कोयला क्षेत्र

जिला धनकानल

उड़ीसा

रेखांक सं० राजस्व/51/81

सभी अधिकार			तारीख 16-5-1981 (जिसमें अर्जित की जाने वाली भूमि वर्णित की गई है)			
क्रम सं०	ग्राम	धाना	उपखंड	ग्राम सं०	जिला	क्षेत्र
1.	नकईपासी	कोयला खान	तालचैर	32	धनकानल	86.45
2.	दसरधीपुर	तालचैर	तालचैर	69	”	40.06
3.	पदमावतीपुर	कोयला खान	तालचैर	37	”	298.50
4.	रकाम	तालचैर	तालचैर	59	”	121.50
5.	अनन्त बेरिनी	कोयला खान	तालचैर	2	”	506.18
6.	पबित्रपुर	कोयला खान	तालचैर	38	”	53.06
7.	लक्ष्मणपुर	कोयला खान	तालचैर	135	”	191.79
8.	बैदेस्वर	कोयला खान	तालचैर	51	”	174.47
			कुल क्षेत्र	1472.00 एकड़ (लगभग)		
			या	595.69 हेक्टर (लगभग)		

ग्राम नकईपासी में अर्जित किए जाने वाले प्लॉट संख्याक :—91 (भाग), 92 (भाग), 93 (भाग), 94 (भाग), 95 से 105, 106 (भाग), 107 (भाग), 114 (भाग), 115 (भाग), 119 (भाग), 120, 121, 122 (भाग), 123 (भाग), 124 (भाग), 126 (भाग), 127 (भाग), 2061, 2062 (भाग) और 2063 (भाग).

ग्राम दसरधीपुर में अर्जित किए जाने वाले प्लॉट संख्याक : 1 से 41 तक
ग्राम पदमावतीपुर में अर्जित किए जाने वाले प्लॉट संख्याक : 48 (भाग), 49 से 56, 57 (भाग), 58 (भाग), 59 से 62, 63 (भाग), 64 (भाग), 65 से 71, 72 (भाग), 93 (भाग), 106 (भाग), 107 से 659, 660 (भाग), 661 (भाग), 662 (भाग), 663 से 667, 668 (भाग), 669 से 673, 675 से 688, 690, 691 (भाग), 692 (भाग), 695 से 716.

ग्राम रक्त में प्रजित किए जाने वाले प्लॉट संख्यांक 333 (भाग), 377, 378, 379 (भाग), 380, 381, 382 (भाग), 383 से 453, 454 (भाग), 455, 456, 457 (भाग), 460 (भाग), 461 (भाग), 462 से 467, 516 (भाग), 517, से 530, 531 (भाग), 532, 533 (भाग), 534, 535 (भाग), 551 (भाग), 599 (भाग), 600 (भाग), 601 (भाग), 612 (भाग), 613, 614, 615, 616 (भाग), 617 (भाग), 618 (भाग), 622 (भाग), 623 (भाग), 621 (भाग), 625 (भाग), 626 से 668, 669 (भाग), 671, 672 से 678।

ग्राम अनन्त बेरिनी में प्रजित किए जाने वाले प्लॉट संख्यांक 1 से 1176

ग्राम पबित्रपुर में प्रजित किए जाने वाले प्लॉट संख्यांक 1 से 79 तक।

ग्राम लक्ष्मणपुर में प्रजित किए जाने वाले प्लॉट संख्यांक 1 से 31, 35 (भाग), 36, 37, 38, 39, 40 (भाग), 41 से 56, 57 (भाग), 58, 59, 60 (भाग), 61 (भाग), 67 (भाग), 69 (भाग), 69 (भाग), 76 (भाग), 77 (भाग), 84 (भाग), 85, 86, 95, (भाग), 96 (भाग), 97 (भाग), 98, 99 (भाग), 100 से 227, 228, (भाग), 231 से 273, 274 (भाग), 275 और 276

17 ग्राम बैदेस्वर में प्रजित किए जाने वाले प्लॉट संख्यांक 1 से 321 तक।

सीमावर्णन :

क-ख रेखा ग्राम नकईपानी में प्लॉट संख्यांक 126, 124, 123, 122, 94, 93, 92, 2063, 91 और 2062 से होकर जाती है फिर ग्राम पद्मावतीपुर में प्लॉट संख्यांक 97, 691, 660, 692, 668, 106, 661, 72, 662, 48, 57, 58, 63, 64 से होकर ग्राम रकाम से प्लॉट संख्यांक 302, 379 से होकर फिर प्लॉट संख्यांक 376 और 375 का दक्षिणी सीमा के साथ साथ प्लॉट संख्यांक 363, 457, 454, 461, 460, 516, 531, 533, 535, 551, 612, 616, 617, 618, 625, 624, 623, 622, 601, 599, 600, 599 और 669 से होकर जाती है और बिंदु "ख" पर मिलती है।

ख-ग रेखा ग्राम रकाम और मनुपुर (अन्नादनगर), रकाम और दामोदरपुर, (अन्नादनगर), अनन्त बेरिनी और दामोदरपुर (अन्नादनगर), लक्ष्मणपुर और दामोदरपुर (अन्नादनगर), लक्ष्मणपुर और नवत्रपुर की भागतः सम्मिलित सीमा के साथ-साथ जाती है (जो कायला अधिनियम की धारा 9 (1) के अधीन प्रजित दामोदर ब्लॉक की सम्मिलित सीमा बनती है) और बिंदु "ग" पर मिलती है।

ग-घ रेखा ग्राम लक्ष्मणपुर और नवत्रपुर की भागतः सम्मिलित सीमा के साथ साथ जाती है और बिंदु "घ" पर मिलती है।

घ-ङ-च-छ रेखा ग्राम लक्ष्मणपुर में प्लॉट संख्यांक 274, 57, 60, 61, 40, से होकर प्लॉट संख्यांक 41 को भागतः पूर्वी सीमा के साथ साथ है प्लॉट संख्यांक 40, 35, 67, 68, 76, 77, 95, 96, 97, 99 से होकर प्लॉट संख्यांक 86 और 95 को पूर्वी सीमा के साथ साथ प्लॉट संख्यांक 83 और 228 से होकर प्लॉट संख्यांक 231 की भागतः उत्तरी सीमा के साथ साथ, फिर ग्राम लक्ष्मणपुर और भरतपुर की भागतः सम्मिलित सीमा के साथ साथ जाती है जो कायला अधिनियम की धारा 9(1) के अधीन प्रजित भरतपुर ब्लॉक की सम्मिलित सीमा बनती है और बिंदु "छ" पर मिलती है।

छ-ज-झ रेखा ग्राम लक्ष्मणपुर और बालन्दा, लक्ष्मणपुर और बडामगदा की सम्मिलित सीमा के साथ साथ जाती है और बिंदु "ज" पर मिलती है।

झ-ञ-ट-ठ-ड रेखा ग्राम लक्ष्मणपुर और जामू बहाली, बैदेस्वर और जामू बहाली पबित्रपुर और जामू बहाली पबित्रपुर और दानरा, अनन्त बेरिनी और दानरा, पद्मावतीपुर और दानरा, दमरणीपुर और दानरा की सम्मिलित सीमा ग्राम नकईपानी और दानरा की भागतः सम्मिलित सीमा के साथ-साथ जाती है जो कायला अधिनियम की धारा 9(1) के अधीन प्रजित नदिरा ब्लॉक (परिचर्या बालन्दा) की सम्मिलित सीमा बनती है और बिंदु "ड" पर मिलती है।

ड-क रेखा ग्राम नकईपानी में प्लॉट संख्यांक 91, 106, 107, 114, 115, 119, 127 और 126 से होकर जाती है और आ-समिक्त बिंदु "क" पर मिलती है।

[सं० 19/95/81 सी० एल०]

वर्णन सिंह, अवर सचिव

New Delhi, the 11th October, 1982

S.O. 3531.—Whereas by the notification of the Government of India in the erstwhile Ministry of Steel Mines and Coal (Department of Coal) No. S.O. 3833 dated the 7th November 1979, published in the Gazette of India, Part II, Section 3, sub-section (ii) dated the 24th November, 1979, under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government gave notice of its intention to prospect for coal in 1472.00 acres (approximately) or 595.69 hectares (approximately) of the lands in the locality specified in the Schedule appended to that notification;

And whereas by the notification of the Government of India in the Ministry of Energy (Department of Coal) No. S.O. 55 (E) dated the 27th January 1982, published in the Gazette of India, Extraordinary, Part II, Section 3, sub-section (ii), dated the 28th January, 1982, under sub-section (1) of section 7 of the said Act, the Central Government gave notice specifying a further period of one year commencing from the 24th November, 1981, as the period within which the Central Government may give notice of its intention to acquire the said lands or any rights in or over such lands;

And whereas the Central Government is satisfied that coal is obtainable in the said lands;

Now, the Government, in exercise of the powers conferred by sub-section (1) of Section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to acquire the said lands measuring 1472.00 acres (approximately) or 595.69 hectares (approximately) described in the Schedule appended hereto.

Note 1. The plan of the area covered by this notification may be inspected in the Office of the District Magistrate, Dhenkanal (Orissa) or in the Office of the Coal Controller, 1, Council House Street, Calcutta or in the Office of the Central Coalfields Limited (Revenue Section), Darbanga House, Ranchi (Bihar).

Note 2. Attention is hereby invited to the provisions of section 8 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), which provides as follows :—

8 (1) Any person interested in any land in respect of which a notification under section 7 has been issued may,

within thirty days of the issue of the Notification, object to the acquisition of the whole or any part of the land or of any rights in or over such land.

Explanation : It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operations in the land for the production of coal and that such operations should not be undertaken by the Central Government or by any other person.

- (2) Every objection under sub-section (1) shall be made to the competent authority in writing, and the competent authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such objections and after making such further inquiry, if any, as he thinks necessary, either make a report in respect of the land

which has been notified under sub-section (1) of section 7 or of rights in or over such land, or make different report in respect of different parcels of such land or of rights in or over such land, to the Central Government, containing his recommendations on the objections, together with the record of the proceedings held by him, for the decision of that Government.

- (3) For the purposes of this section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in or over such land were acquired under this Act."

Note 3. The Coal Controller, 1, Council House Street, Calcutta, has been appointed by the Central Government as the Competent Authority under the Act.

SCHEDULE

Ananta Berini Block
Talcher Coalfield
Distt. Dhenkanal
Orissa

Drg. No. Rev/51/81

Dated 16-5-1981

(Showing lands to be acquired)

All Rights

Sl. Village No.	P.S.	Sub-Division	Village No.	District	Area	Remarks
1. Nakaipasi	Colliery	Talcher	32	Dhenkanal	86.45	Part
2. Dasarathipur	Talcher	"	69	"	40.06	Full
3. Padmabatipur	Colliery	"	37	"	298.50	Part
4. Rakas	Talcher	"	59	"	121.50	Part
5. Ananta Berini	Colliery	"	2	"	506.18	Full
6. Pabitrapur	"	"	38	"	53.05	Full
7. Lachhmanpur	"	"	135	"	191.79	Part
8. Brideswar	"	"	51	"	174.47	Full
Total area :- 1472.00 acres (approximately)						
or 595.69 hectares (approximately)						

Plot numbers to be acquired in village Nakaipasi :- 91 (part), 92 (part), 93(part), 94(part), 95 to 105, 106(part), 107(part), 114(part), 115(part), 119(part), 120, 121, 122(part), 123(part), 124(part), 16(part), 17(part), 2061, 2062(part) and 2063(part).

Plot numbers to be acquired in village Dasarathipur :- 1 to 41.

Plot numbers to be acquired in village Padmabatipur :- 48(part), 49 to 56, 57(part), 58(part), 59 to 62, 63(part), 64(part), 65 to 71, 72(part), 93(part), 106(part), 107 to 659, 660(part), 661(part), 662(part), 663 to 667, 668(part), 669 to 673, 675 to 688, 690, 691(part), 692(part), 695 to 716.

Plot numbers to be acquired in village Rakas :- 363(part), 377, 378, 379(part), 380, 381, 382(part), 383 to 453, 454(part), 455, 456, 457(part), 460(part), 461(part), 462 to 467, 516(part), 517 to 530, 531(part), 532, 533(part), 534, 535(part), 551(part), 599(part), 600(part), 601(part), 612(part), 613, 614, 615, 616(part), 617(part), 618(part), 622(part), 623(part), 624(part), 625(part), 626 to 663, 669(part), 671, 672 and 678.

Plot numbers to be acquired in village Ananta Berini :- 1 to 1176.

Plot numbers to be acquired in village Pabitrapur :- 1 to 79.

Plot numbers to be acquired in village Lachhmanpur :- 1 to 34, 35(part), 36, 37, 38, 39, 40(part), 41 to 56, 57(part), 58, 59, 60(part), 61(part), 67(part), 68(part), 69(part), 76(part), 77(part), 83(part), 85, 86, 95(part), 96(part), 97(part), 98, 99(part), 100 to 227, 228(part), 231 to 273, 274(part), 275 and 276.

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Plot numbers to be acquired in village Baldeswar :- 1 to 321.

Boundary description :-

A-B line passes through plot numbers 126, 124, 123, 122, 94, 93, 92, 2063, 91 & 2062 in village Nakaipasi, then through plot numbers 93, 691, 660, 692, 668, 106, 661, 72, 662, 48, 57, 58, 63, 64, in village Padmabatipur through plot numbers 382, 379, then along the southern boundary of plot numbers 376 & 375, through plot numbers 363, 457, 454, 461, 460, 516, 531, 533, 535, 551, 612, 616, 617, 618, 625, 624, 623, 622, 601, 599, 600, 599 and 669 in village Rakas and meets at point 'B'.

B-C line passes along the part common boundary of village Rakas and Madhupur (Alhadnagar), Rakas and Damodarpur (Alhadnagar), Ananta Berini and Damodarpur (Alhadnagar) Lachhmanpur and Damodarpur (Alhadnagar), Lachhmanpur and Nakhtrapur (which forms common boundary of Damodarpur Block u/s 9(1) of the Coal Act and meets at point 'C'.

C-D line passes along the part common boundary of village Lachhmanpur and Nakhtrapur and meets at point 'D'.

D-E-F-G lines pass through plot numbers 274, 57, 60, 61, 40 along part eastern boundary of plot number 41 through plot numbers 40, 35, 67, 68, 69, 76, 77, 95

96,97,99 along eastern boundary of plot number 86 and 95 through plot numbers 83 and 228, along part northern boundary of plot number 231 in village Lachhmanpur, then along the part common boundary of villages Lachhmanpur and Bharatpur (which forms common boundary of Bharatpur Block u/s 9 (1) of Coal Act) and meets at point 'G'.

G-H-I lines pass along the common boundary of villages Lachhmanpur and Balanda, Lachhmanpur and Badasingda and meets at point 'P'.

I-J-K-L-M lines pass along the common boundary of Lachhmanpur and Jambubahali, Badeswar and Jambubahali, Pabitrapur and Jambubahali, Pabitrapur and Danra, Ananta Berani and Danra, Padmabatipu and Danra, Dasarathipur and Danra, part common boundary of villages Nakaipasi and Danra (which form common boundary of Nandiia Block (West Balanda) acquired u/s 9(1) of Coal Act) and meets at point 'M'.

M-A line passes through plot numbers 91, 106, 107, 114, 115, 119 127 and 126 in village Nakaipasi and meets at starting point 'A'.

[No. 19/95/81-CL]

SWARAN SINGH, Under Secy

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 25 सितम्बर, 1982

कां.आ. 3632.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 11 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार भारतीय आयुर्विज्ञान परिषद् से परामर्श करने के पश्चात् एतद्वारा उक्त अधिनियम की प्रथम अनुसूची में निम्नलिखित और संशोधन करती हैं :—

उक्त अनुसूची में "मणिपुर विश्वविद्यालय" से संबंधित प्रविष्टि के सामने "पंजीकरण के लिए संक्षिप्त नाम" के अन्तिम कालम के अन्त में "30 अप्रैल, 1982" बर्षों, अक्षरों और शब्द के स्थान पर "30 अप्रैल, 1983" शब्द, अक्षर और शब्द रखे जायेंगे।

[सं. की. 11015/12/82-एम ई (पी.)]

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health)

New Delhi, the 25th September, 1982

S.O. 3632.—In exercise of the powers conferred by sub-section (2) of section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendment in the First Schedule to the said Act, namely :—

In the said Schedule against the entry relating to "Manipur University", in the last column "Abbreviation for registration", at the end for the figure, letters and word "30th April, 1982, the figures letter and word "30th APRIL, 1983", shall be substituted.

[No. V-11015/12/82-M.E. (Policy)]

आदेश

नई दिल्ली, 7 अक्टूबर, 1982

कां.आ. 3633.—यत्. भारत सरकार के स्वास्थ्य मंत्रालय की 30 दिसम्बर, 1960 की अधिसूचना संख्या एफ. 17/59/59-एम-1 द्वारा केन्द्रीय सरकार ने निदेश दिया है कि भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) के प्रयोजनों के लिए चिकित्सा ग्रहणा "एम.डी. (चिकागो), अमेरिका" मान्य चिकित्सा ग्रहणा होगी;

और यत् डा० एडवर्ड बी० क्रोवल जिनके पास उक्त ग्रहणा है, धर्मार्थ कार्य के प्रयोजनों के लिए फिजियल फिजियन मेडिकल कॉलेज और ब्राउन मेमोरियल अस्पताल, लुधियाना (पंजाब) के साथ सम्बद्ध है;

अतः अब, उक्त अधिनियम की धारा 14 की उप धारा (1) के परन्तुक के खण्ड (ग) का पालन करते हुए केन्द्रीय सरकार एतद्वारा—

(1) 31 दिसम्बर, 1983 को समाप्त होने वाली अवधि; या

(2) उस अवधि को जब तक डा० एडवर्ड बी० क्रोवल उक्त फिजियन मेडिकल कॉलेज और ब्राउन मेमोरियल अस्पताल, लुधियाना (पंजाब) के साथ सम्बद्ध रहते हैं, जो भी कम हो वह अवधि निर्दिष्ट करती है, जिसमें पूर्वोक्त डाक्टर मेडिकल प्रैक्टिस कर सकेंगे।

[सं. की. 11016/6/82-एम ई (पी.)]

पी०सी० जैन, अधर सचिव

ORDER

New Delhi, the 7th October, 1982

S.O. 3633.—Whereas by the notification of the Government of India in the Ministry of Health No. F. 17/59/59-MI dated the 30th December, 1960, the Central Government has directed that the medical qualification, "M.D. (Chicago), U.S.A." shall be recognised medical qualification for the purpose of the Indian Medical Council Act, 1956 (102 of 1956);

And whereas Dr. Edward B. Crowall, who possesses the said qualification is for the time-being attached to the Christian Medical College and Brown Memorial Hospital, Ludhiana (Punjab) for the purposes of charitable work;

Now, therefore, in pursuance of clause (c) of the proviso to sub-section (1) of section 14 of the said Act, the Central Government hereby specifies :—

(i) a further period ending the 31st December, 1983; or

(ii) the period during which Dr. Edward B. Crowall is attached to the said Christian Medical College and Brown Memorial Hospital, Ludhiana (Punjab), whichever is shorter, as the period to which the medical practice by the aforesaid doctor shall be limited.

[No. V. 11016/6/82-ME. (Policy)]

P. C. JAIN, Under Secy.

अम और पुनर्वासि मंत्रालय

(पुनर्वासि विभाग)

नई दिल्ली, 27 सितम्बर, 1982

कां. आ. 3634.—विस्थापित व्यक्ति (प्रतिभार तथा पुनर्वासि) अधिनियम, 1954 (1954 का 44) की धारा 3 की उपधारा (1) में प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इसके द्वारा तमिलनाडु राज्य में कलक्टरों, अधर-कलक्टरों तथा जिला राजस्व अधिकारियों को उनके कलक्टरों, अधर कलक्टरों तथा जिला अधिकारियों के रूप में कर्तव्य भार के अतिरिक्त, जैसा भी मामला हो, उक्त अधिनियम द्वारा या उसके

प्रचीन बंदोबस्त प्रायुक्तों को सौंपे गये कार्यों का निष्पादन करने के लिये बंदोबस्त प्रायुक्तों के रूप में नियुक्त करती है।

2. इसके द्वारा दिनांक 24-12-77 की अधिसूचना सं० 27(2)73-एस० एस-II का अतिरिक्त किया जाता है।

[सं०-1(19)/वि० सैल/82/एस० एस-II]

महेन्द्र कुमार कंसल, अवर सचिव

MINISTRY OF LABOUR AND REHABILITATION

(Department of Rehabilitation)

New Delhi, the 27th September, 1982

S.O. 3634.—In exercise of the powers conferred by Sub-Section (1) of Section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954, (No. 44 of 1954), the Central Government hereby appoints Collectors, Additional Collectors and District Revenue Officers, Government of Tamil Nadu, as Settlement Commissioners for the purpose of performing, in addition to their own duties as Collectors, Additional Collectors, and Revenue Officers, as the case may be, the functions assigned to them as Settlement Commissioners by or under the aforesaid Act.

2. This supersedes Notification No. 27(2)/73-SS.II., dated the 24th December, 1977.

[No. 1(19)/Spl.Cell/82-SS.II.]

M. K. KANSAL, Under Secy

नई दिल्ली, 21 सितम्बर, 1982

का० आ० 3635.—विस्थापित व्यक्तियों (प्रतिकर तथा पुनर्वास) अधिनियम, 1954 (1954 का 44) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, इसके द्वारा, पुनर्वास विभाग में अवर सचिव श्री एस० के० कंसल को, उक्त अधिनियम द्वारा अथवा उसके अधीन बंदोबस्त प्रायुक्त को सौंपे गये कार्यों का निष्पादन करने के लिए बंदोबस्त प्रायुक्त के रूप में नियुक्त करती है।

2. इससे इस विभाग की दिनांक 6/10 मई, 1982 की अधिसूचना संख्या-1 (7)/विशेष सैल/82-एस एस-II (क) का अतिरिक्त किया जाता है।

[संख्या-1 (18)/विशेष सैल/82-एस एस-II (क)]

सोहन लाल मैदीरत्ता, उप सचिव

New Delhi, the 21st September, 1982

S.O. 3635.—In exercise of the powers conferred by sub-section (1) of Section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (No. 44 of 1954), the Central Government hereby appoints Shri M. K. Kansal, Under Secretary in the Department of Rehabilitation, as Settlement Commissioner, for the purpose of performing the functions assigned to a Settlement Commissioner by or under the said Act.

2. This supersedes this Department's Notification No. 1(7)/Spl.Cell/82-SS.II(A), dated the 6/10th May, 1982.

[No. 1(18)/Spl.Cell/82-SS.II(A)]

S L. MEDIRATTA, Dy. Secy.

नई दिल्ली, 27 सितम्बर, 1982

का० आ० 3636.—अप्रवास अधिनियम, 1922 की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार विदेश मंत्रालय के पी० धार० प्रो० श्री जी० सेन गुप्ता को पहली सितम्बर, 1982 पूर्वाह्न से उत्प्रवासी संरक्षी कलकत्ता के रूप में नियुक्त करती है।

[सं० डीजीएलडब्ल्यू-11017(1)/81-ई०एम०आई०जी०]

शशि भूषण, अवर सचिव

New Delhi, the 27th September, 1982

S.O. 3636.—In exercise of the powers conferred by Section 3 of the Emigration Act, 1922 (7 of 1922), the Central Government hereby appoints Shri D. Sen Gupta, Regional Passport Officer, Ministry of External Affairs to be the Protector of Emigrants, Calcutta with effect from the forenoon of 1st September, 1982.

[No. DGLW. 11017(1)/81-EMIG]

SHASHI BHUSHAN, Under Secy.

नई दिल्ली, 14 अक्टूबर, 1982

का० आ० 3637.—चूना-पत्थर और डोलोमाइट खान श्रम कल्याण निधि नियम, 1973 के नियम 3 के उपनियम (2) के साथ पठित, चूना-पत्थर और डोलोमाइट खान श्रम कल्याण निधि अधिनियम, 1972 की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, राजस्थान राज्य के लिए सलाहकार समिति गठित करती है, जिसमें निम्नलिखित सदस्य होंगे, अर्थात्:—

1. श्रम मंत्री, अध्यक्ष
राजस्थान सरकार
2. कल्याण प्रायुक्त, उपाध्यक्ष पदेन
श्रम कल्याण संगठन, भीलवाड़ा
3. क्षेत्रीय श्रमायुक्त, (केन्द्रीय) केन्द्रीय सरकार का प्रतिनिधि—पदेन
भजमेर
4. श्री प्रभु लाल, सख्य, राजस्थान राज्य की विधान सभा का
विधान सभा, हिडोली,
जिला बूँदी।
5. श्री एस० आर० निवेडिया, }
मुख्य कार्यपालक, उदयपुर }
सामेंट वर्क्स, }
डाकघर: बजाजनगर, (नज- }
दीक डाकघर) जिला उदयपुर। } चूना-पत्थर और डोलोमाइट खान मालिकों
6. श्री ए० एस० मायूर, } के प्रतिनिधि
श्री राम निकेतन, न्यू कालोनी }
अयपुर। }
7. श्री राम गोपाल गुप्ता, }
खजाना/आफिस सेक्रेटरी, }
राष्ट्रीय मजदूर संघ, रामगंज- }
मंडी, राजस्थान } चूना-पत्थर और डोलोमाइट खान श्रमिकों
8. श्री शंभु सिंह खासेसरा, } के प्रतिनिधि
भारतीय मजदूर संघ, }
धर्मशाला चंपालान, }
उदयपुर (राजस्थान) }
9. श्रीमती नेगेन्द्र बाला, कोटा। महिला प्रतिनिधि

2. चूना-पत्थर और डोलोमाइट खान श्रम कल्याण निधि संगठन का कल्याण प्रशासक इस सलाहकार समिति के सचिव होंगे।

3. चूना-पत्थर और डोलोमाइट खान श्रम कल्याण निधि नियम 1973 के नियम 18 के अनुसार केन्द्रीय सरकार उपर्युक्त सलाहकार समिति का मुख्यालय भीलवाड़ा निर्धारित करती है।

[संख्या यू-23018/16/80-एम० 5]

ठाकुर दास, अवर सचिव

New Delhi, the 14th October, 1982

S. O. 3637.—In exercise of the power conferred by section 6 of the Limestone and Dolomite Mines Labour Welfare Fund Act 1972 (62 of 1972) read with sub-rule (2) of the rule 3 of the Limestone and Dolomite Mines Labour Welfare Fund Rules 1973, the Central Government hereby constitutes an Advisory Committee for the state of Rajasthan consisting of the following members, namely:—

- | | |
|---|---|
| 1. Labour Minister,
Rajasthan. | Chairman |
| 2. Welfare Commissioner,
Labour Welfare Organisation,
Bhilwara. | Vice-Chairman
Ex-Officio |
| 3. Regional Labour Commissioner
(Central),
Ajmer. | Central Government
representative—
Ex-Officio |
| 4. Shri Prabhu Lal,
Member of the Legislative
Assembly,
Hindoli,
District Boondi. | Member of the Legisla-
tive Assembly of the
state of Rajasthan. |
| 5. Shri S. R. Nevatia,
Chief Executive,
Udaipur Cement Works,
Post Office Bajanagar,
(Near Dabok),
District Udaipur. | Representatives of the
Limestone and Dolo-
mite Mines Owners. |
| 6. Shri A. S. Mathur,
Shri Ram Niketan,
New Colony,
Jaipur. | |
| 7. Shri Ram Gopal Gupta,
Treasurer/Office Secretary,
Rashtriya Mazdoor Sangh,
Ramgarhmandi,
Rajasthan). | Representatives of Lime-
stone and Dolomite
Mine Workers. |
| 8. Shri Shambhu Singh
Khamasara,
Bharatiya Mazdoor Sangh,
Dharmasala Champalal,
Udaipur,
(Rajasthan). | |
| 9. Shrimati Nagendra Bala,
Kota. | Woman
Representative |

2. The Welfare Administrator of the Limestone and Dolomite Mines Labour Welfare Fund Organisation, shall be the Secretary of the Advisory Committee.

3. In terms of rule 18 of the Limestone and Dolomite Mines Labour Welfare Fund Rules, 1973, the Central Government hereby fixes Bhilwara to be the headquarters of the said Advisory Committee.

[F.No.U-23018/16/80-M.V.]
T. D. SALHOTRA, Under Secy.

आदेश

नई दिल्ली, 8 अक्टूबर, 1982

क्रा० आ० 3638.—केंद्रीय सरकार की राय है कि इससे उपाखंड अनुसूची में विनिर्दिष्ट विषय के बारे में मैसर्स जैन मिनरल्स, बीवार, के प्रबंधन से संबंध एक औद्योगिक विवाद नियोजको और उनके कर्मचारों बीच विद्यमान है;

और केंद्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है;

अतः, केंद्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7क और धारा 10 की उप-धारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीठमैन अधिकारी श्री रामराजपाल गुप्ता होंगे, जिनका मुख्यालय जयपुर में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

“क्या मैसर्स जैन मिनरल्स, अजमेर की जेवाना और रायपुर क्षेत्र पंचायत की खदानों के कामगारों की 1978-79 और 1979-80 के लेखावर्षों के लिये 20% लाभांश बोनस की मांग न्यायोचित है?”

क्या मैसर्स जैन मिनरल्स अजमेर की जेवाना और रायपुर क्षेत्र पंचायत की खदानों के कामगारों की 7 दिनों की आकस्मिक छुट्टियों और 12 दिनों की रखावर्षों की और राष्ट्रीय छुट्टियों की मांग न्यायोचित है?”

क्या मैसर्स जैन मिनरल्स, अजमेर की जेवाना और रायपुर क्षेत्र पंचायत की खदानों के कामगारों की हजारों कांडें बिले जाने की मांग न्यायोचित है?”

“क्या मैसर्स जैन मिनरल्स अजमेर के प्रबंधन की निम्नलिखित कामगारों की 1-5-1981 में औद्योगिक अधिनियम में वर्णित कार्यवाही पूरी किये बिना व उन्हें उनकी अन्य वैधानिक देय राशियाँ बिले बिना सेवाभूक्ति करने की कार्यवाही न्यायोचित है?”

1. श्री गुलाब सिंह पुत्र श्री हिम्मत सिंह
2. श्री माल सिंह पुत्र श्री हिम्मत सिंह
3. श्री खेम सिंह पुत्र श्री बुगें सिंह
4. श्री धंसा सिंह पुत्र श्री जान सिंह
5. श्री लाल सिंह पुत्र श्री लाल सिंह
6. श्री भोरु सिंह पुत्र श्री राजु सिंह
7. श्री माल सिंह पुत्र श्री भोरु सिंह
8. श्रीमति मोहिनी पति श्री गुवान सिंह
9. श्रीमति तुलसी पति मान सिंह
10. श्रीमति राधा पति श्री कंगर सिंह
11. श्रीमति जमकु पति श्री हिम्मत सिंह
12. श्रीमति भूरि पति श्री जान सिंह
13. श्रीमति सीता पुत्री श्री गोर सिंह
14. श्रीमति मोहि पति श्री भोरु सिंह
15. श्रीमति डाबू पति श्री मान सिंह
16. श्रीमति चन्द्रा पुत्री श्री मान सिंह
17. श्रीमति पयासि पति श्री दुडु सिंह
18. श्रीमती पत्नी पति श्री सोम सिंह

यदि नहीं, तो कामगार किस अनुसूची के हकदार है?”

[स० एन०-29011/8/82-ड० III (बी)]

रा०प्र० नरुना उप सचिव

ORDER

New Delhi, the 8th October, 1982

S.O. 3638.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Messrs Jain Minerals, Beawar and their workmen in respect of the matter specified in the Schedule hereto annexed

And whereas the Central Government considers it desirable to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by section 7A, and clause (d) of sub-section (1) of section 10 of Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri Ram Raj Lal Gupta shall be the Presiding Officer, with headquarters at Jaipur and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

ANNEXURE

"Whether the demand of the workmen employed in the mine at Jewaja and Raipur Panchayat area of M/s. Jain Minerals Ajmer for payment of profit sharing bonus @ 20 per cent of their wages for the Accounts year 1978-79 and 1979-80 is justified,

Whether the demand of the workmen employed in the mines at Jewaja and Raipur panchayats of Messrs Jain Minerals Ajmer for grant of seven days casual leave and twelve days Festival and National holidays with payment is justified.

Whether the demand of the workmen employed in the mines at Jewaja and Raipur panchayat area of Messrs Jain Minerals, Ajmer for issuance of attendance card is justified.

Whether the action of the management of Messrs Jain Minerals Ajmer in terminating the services of the following workmen with effect from 1st May, 1981 without following the procedures as laid down in the industrial disputes Act, and without paying their legal dues is justified.

1. Shri Gulab Singh S/o Himmat Singh
2. Shri Mal Singh S/o Himmat Singh
3. Shri Khem Singh S/o Durg Singh
4. Shri Gheesa Singh S/o Gun Singh
5. Shri Lal Singh S/o Teel Singh
6. Shri Bheru Singh S/o Raju Singh
7. Shri Mal Singh S/o Bheru Singh
8. Smt. Mohini W/o Gulab Singh
9. Smt. Tulsi W/o Mal Singh
10. Smt. Radha W/o Kanghat Singh
11. Smt. Jamku W/o Himmat Singh
12. Smt. Bhuri W/o Gain Singh
13. Smt. Sita D/o Mor Singh
14. Smt. Mogi W/o Bheru Singh
15. Smt. Dakhu W/o Man Singh
16. Smt. Chandra D/o Man Singh
17. Smt. Pathasi W/o Dudu Singh
18. Smt. Panni W/o Som Singh."

If not, to what relief are the workmen entitled?

[No. L-29011/8/82-DIII.B]

R. P. NARULA, Dy. Secy.

New Delhi, the 7th October, 1982

S.O. 3639.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Madras in the industrial dispute between the employers in relation to the management of Indian Rare Earths Limited, minerals Division Manavalakurichi and their workmen, which was received by the Central Government on 5th October, 1982.

BEFORE THIRU T. SUDARSANAM DANIEL, B.A., B.L.,
PRESIDING OFFICER INDUSTRIAL TRIBUNAL,
TAMIL NADU, MADRAS

(Constituted by the Government of India)
Wednesday, the 22nd day of September, 1982

INDUSTRIAL DISPUTE NO. 17 of 1982

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the workmen and the Management of M/s Indian Rare Earths Limited, Manavalakurichi)

BETWEEN

The workmen represented by

- 1 The President, Mineral Workers Union, Manavalakurichi-629252.

- 2 The President, Kanyakumari District Mineral Workers Union, Nagercoil, Tamil Nadu.

- 3 The Secretary, Manavalakurichi Minerals Staff Association, Manavalakurichi-629252.

- 4 The Secretary, Indian Rare Earths Employees Union, Manavalakurichi-629252.

AND

The Manager, Indian Rare Earths Limited, Minerals Division, Manavalakurichi-629252, Kanyakumari District, Tamil Nadu.

REFERENCE :

Order No. L-43012(1)/81-D-III(B), dated 27-2-1982 of the Ministry of Labour, Government of India.

This dispute coming on for final hearing on Friday, the 3rd day of September, 1982 upon perusing the reference, claim and counter statements and all other material papers on record and upon hearing the arguments of Thiru G. Venkatraman and R. Arumugham for Thiruvalluvar Alagar and Dola and R. Arumugham Advocates for Union Nos 1 and 3, Thiruvalluvar Selvaraj and R. N. Amarnath for Thiruvalluvar Selvaraj and Julian, Advocates for Union No. 2 and Thiru K. Chandru for Thiruvalluvar Row and Reddy and K. Chandru, Advocates for Union No. 4 and of Thiru K. V. R. Shenoy for Menon & P. J. Advocates for the Management and this dispute having stood over till this day for consideration, this Tribunal made the following award.

AWARD

This is an Industrial Dispute between the workmen and the Management of M/s Indian Rare Earths Limited, Manavalakurichi referred to me under Section 7A of the Industrial Disputes Act, 1947 for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 by the Government of India in Order No. L-43012(1)/81-D-III(B), dated 27-2-1982 of the Ministry of Labour, in respect of the following schedule

"Whether the employer of M/s Indian Rare Earths Ltd, Manavalakurichi should absorb the contract labour employed through contractors under them as direct employees on abolition of the contract system and if so what should be the criteria for such absorption and what should be the number required to be so recruited from those previously employed through Manavalakurichi Mineral Cooperative Labour Contract Society and other contractors?"

Whether the workmen of the Company retrenched in the year 1969 are justified in demanding preference in employment as per Section 25H of the Industrial Disputes Act while the employers propose to take into their employment additional workmen on abolition of the contract system."

(2) Facts leading upto the dispute are as follows. The Management is M/s Indian Rare Earths Limited, Manavalakurichi Kanyakumari District, Tamil Nadu State, Pin Code; 629252. Indian Rare Earths Limited is a Company registered under the Indian Companies Act, 1956 and is not a creature of any statute. It is an undertaking fully owned by the Government of India under the administrative control of the Department of Atomic Energy with the Registered office at Bombay. It is a Government of India industrial undertaking. Among other places in India the Company has got a plant at Manavalakurichi in Kanyakumari District for mining and processing beach sands and producing minerals like Ilmenite, Monazite, Zircon and Rutile. The mining and processing is governed by the Mines Act, 1952. The Company has taken on lease large areas along the sea coast and nearby areas where mineral sands are available. The present labour strength of the Manavalakurichi Plant including staff members would be in the region of 700 permanent workers. The workmen employed by the Company are represented by the Company are represented by four trade unions: (1) Mineral Workers Union Manavalakurichi 629252 (2) Kanyakumari District Mineral Workers Union Nagercoil Tamil Nadu (3) Manavalakurichi Minerals Staff Association Manavalakurichi-629252 and (4) Indian Rare Earths Employees Union, Manavalakurichi-629252.

(3) Before I proceed further, it will be pertinent for me to advert to certain facts as to how and when and for what object the Company had come into existence. The Company's Plant at Manavalakurichi is located 16 kilometres west of Nagercoil, Kanyakumari District, Tamil Nadu on the sea coast. The main activities of this plant at present are :

- (i) Mining of beach washings and other inland deposit of raw sand;
- (ii) Concentration of this raw material so mined in a preconcentration plant;
- (iii) processing of the concentrate in the plant for production of the various minerals like monazite, zircon, ilmenite, rutile, garnet and sillimanite; and
- (iv) Production of zirconium oxide, zirconium oxychloride and zirconium frit through chemical process.

It won't be out of place if I refer to some historical uncontroverted facts prior to the Company taking over the Manavalakurichi plant in 1965. It is stated at the bar on behalf of the Management (Management has also produced printed profile etc. for perusal by this Tribunal) that at the turn of this century in 1909 one Mr. Schonberg, a German came to Manavalakurichi and founded a Plant for processing Monazite only and in those days the Monazite content in raw sand was about 10 to 20 per cent which product was exported to Germany. Later on, the plant was taken over by Travancore Minerals Company Limited, a British Company which got a long term lease from the then Government of Travancore to mine sand from the beaches extending from the Cape to Kayakulam. Around 1935 another Company was started known as M/s. Hopkin & Williams Limited which turned their attention to inland deposits, which was concentrated and enriched to contain 80 per cent of minerals. In 1948, Travancore Minerals Company Limited was wound up and the plant was handed over to the Government of Travancore. After take over by the Travancore Government, the Company's name was changed to Travancore Minerals Concerns. On and from 1-11-1956, reorganisation of the several States throughout India took place and Kanyakumari District became part and parcel of Madras State (as it was then known). While so, a limited Company was formed under the name and style of Travancore Minerals Private Limited, the shareholders being Government of India 51 per cent, Government of Kerala (44 per cent) and Government of Madras (5 per cent). The aforesaid Company took over not only plant at Manavalakurichi in Kanyakumari District but also another plant at Chavara in Quilon District, Kerala State. However, the said Travancore Minerals Private Limited went into voluntary liquidation in 1963 when the plant at Chavara was closed down. The plant at Manavalakurichi however continued its operation to produce Monazite needed for the Indian Rare Earths Limited Plant at Alwaye, Kerala State. The plants operated by M/s. Hopkin & Williams Limited were closed down in 1969 due to dispute regarding royalty and reasons of State.

(4) Indian Rare Earths Limited was formed in August, 1950 as a Private Limited Company jointly owned by Government of India and the then Government of Travancore-Cochin and having its registered office at Bombay. Later the State Government's shares were handed over to Government of India and Indian Rare Earths Limited became a full fledged and 100 per cent Central Government undertaking under the Department of Atomic Energy. In 1965, the Indian Rare Earths Limited took over the plants both at Manavalakurichi and Chavara and ever since the plants are functioning under the Indian Rare Earths Limited. When the Indian Rare Earths Limited, namely, the Company took over the Manavalakurichi Establishment in 1965 only one plant was functioning. It was an old sick plant and the process was out moded. A new plant (existing plant) was therefore set up at Manavalakurichi. The erection of this plant was commenced in 1965 and it was completed and commissioned in 1969 and the old plant was closed down. As a result of Mechanisation and commissioning of the new plant (existing plant) in 1969 about 400 plant workmen, who were engaged as casual were rendered surplus and they were retrenched from service except the mining workers. On the proposal of the Management to retrench 400 workmen, Petitioner-Union No. 4, namely, Indian Rare Earths Employees Union Manavalakurichi raised a protest and in accordance with the provisions contained in sub-section (1) of Section 22 of the Industrial

Disputes Act, 1947 gave a notice of their intention to go on strike within six weeks from the date of the notice for the reasons explained in the notice. Ex. W-16 is the strike notice issued by this Union on 3-6-1968. From Ex. W-16, it can be noted that all workmen employed in the Indian Rare Earths Limited Plant at Manavalakurichi were affected by the said dispute. Ex. W-17 is the letter from the Management Company to the Assistant Labour Commissioner (Central), Ernakulam with regard to the claim of the Union relating to the right for employment of employees engaged by Hopkins by Hopkins and Williams (Travancore) Limited or Travancore Minerals Limited. The Management-Company has clearly pointed out even in Ex. W-17 dated 24th August, 1968 that Indian Rare Earths Limited took over from Travancore Minerals Limited the Mineral Plant at Manavalakurichi along with the permanent workmen employed by Travancore Minerals Limited on certain specified terms and conditions and the business carried on by Travancore Minerals Limited was not taken over the Company as a going concern. The Management also made it clear that the Company is in no way successors to Travancore Minerals Limited nor of Hopkins & Williams (Travancore) Limited. When certain assets of the Travancore Minerals Limited were taken over by the Company the land by Hopkins & Williams (Travancore) Limited at Manavalakurichi and which was then in the possession of Travancore Minerals Limited was handed over to the Company. But the formalities regarding the actual taking over of the property which belonged to Hopkins & Williams (Travancore) Limited were not completed. Therefore only certain assets belonging to Hopkins & Williams (Travancore) Limited were brought to the present Company. Hence it was that the Company pointed out that apart from the permanent workmen employed by Travancore Minerals Limited which has been taken over by the Company, the Management has no liability to take into their employment at any time any of the workmen previously employed by Travancore Minerals Limited or Hopkins & Williams (Travancore) Limited. The Management-Company also stated that as and when the Company needed additional men, the recruitment was done through Employment Exchange in most cases and no one was employed on account of the fact that there was any obligation on the part of the Company to employ him for any work he may have done for Hopkins & Williams (Travancore) Limited or Travancore Minerals Limited in the past. Thus the Management-Company took over assets in 1965. Ex. W-17 also mentions that the present plant (existing plant) at Manavalakurichi is a substitute for plant No. II (Old Plant) which has become out-dated and that the present plant is a modern and mechanised plant and the labour requirement is considerably less than that in the old plant. Therefore in as much as the existing plant is only meant to be a substitute for old and dismantled plant that the Company was of the view that the permanent employment in the existing plant must be given to workmen who had worked in the earlier plant which has been dismantled. The Management-Company also put up a notice on 18-7-1968 pointing out the workmen employed in the old plant who will be employed in the present plant. It is true that for erecting the present plant considerable number of casual and temporary workers were engaged by the Management. But they were engaged mainly in connection with the erection of the plant. The stand of Management-Company under Ex. W-17 was that the requirements of personnel in the new plant will be met from among the workers employed in the dismantled plant to the extent possible and if in any category there are vacancies after the available men in dismantled plant are exhausted, the same will naturally be given to the temporary and casual workmen at present working in the present plant based on their service, seniority and other relevant considerations. The Assistant Commissioner of Labour (Central), Ernakulam thereupon submitted failure of conciliation and this report is Ex. W-18 dated 30th August, 1968. The claims put forward by Petitioner-Union No. 4, namely Indian Rare Earths Employees Union, Manavalakurichi had been summarised in Ex. W-18 as also the view of the Management. However, the Government of India, Ministry of Labour did not consider the two demands raised by the Union No. 4 fit for reference for adjudication. Ex. W-20 is the Central Government Order declining to refer the demands of Petitioner-Union No. 4 regarding permanency of workmen and abolition of contract system. Aggrieved by this Order of Government of India, Petitioner-Union No. 4, namely, Indian Rare Earths Employees Union preferred Writ Petition in W.P. No. 1640

of 1969 before the High Court of Judicature at Madras praying for the issue of Writ of Mandamus directing the Government of India, Ministry of Labour to refer the dispute for adjudication. Ex. W-21 is the order passed by the High Court on 23-9-1970. On a reading of Ex. W-21, the following facts emerge. Tiavancore Minerals Limited was taken over by the Government of India in February, 1965. At that time, the Government had also taken over the then existing plant and therefore the old plant was completely scrapped and a new plant (existing plant) was constructed by the Government. The case of the Union was that the two plants are different establishments, that there is no functional integrality between the two plants and that the two plants are enclosed in different compounds. On the other hand, the Management-Company has pointed out that the workmen recruited on account of the construction of the present plant could not be made permanent as it was made known all along that on the commissioning of the plant all the workmen so recruited would cease to be employed and that the standing orders of the Government would apply to both the plants. In page 15 of Ex. W-21 the two specific demands raised by the Union No. 4 are set out, namely, (1) demand was to make the workmen permanent and (2) to abolish the contract system for supply of raw sand and bag stitching. At page 16 of Ex. W-21, it can be gathered that the High Court did not accept the contentions put forward by the Union for making the workmen permanent and the finding was as to the effect that both the plants should be treated as a single unit and therefore the workmen employed in one unit alone could not be singled out for the purpose of making them permanent. Against this Order of High Court, no appeal as such has been preferred and it has become final.

(5) Ex. M-1 is a copy of memorandum of settlement arrived at between the Management of Indian Rare Earths Limited, Manavalakurichi and the representatives of the Indian Rare Earths Employees Union (Petitioner-Union No. 4) on the basis of discussions held in the presence of the Deputy Superintendent of Police and the Revenue Divisional Officer, Thirukalay on 26-5-1969. From Ex. M-1, paragraph (2), it can be noted that the Management had published a combined seniority list on 23rd May, 1969. Under Ex. M-1, Petitioner-Union No. 4 bargained for with the Management and made the Management to agree to treat the mining area workers of the existing plant as separate category and to retain all such workers on casual basis and that they will be engaged according to the requirements. There is no controversy that the Company had in all retrenched about 400 workmen in 1969 when the present plant was commissioned. Out of these 400 workmen 237 workmen received the compensation while the others were not paid any compensation, because they had not put in the necessary service as envisaged under the Industrial Disputes Act to be entitled to retrenchment compensation. It transpires in evidence that at the time of the retrenchment of 400 workmen in 1969, 97 casual workmen were working in the mining area and these were retained by the Management, apparently as a result of the demand made by Petitioner-Union No. 4 and as eventually agreed to by the Management as evidenced by Ex. M-1 dated 26-5-1969. Out of these 97 casual workmen retained in the mining area some of them had been subsequently superannuated, some of them disabled or died and in 1971, 66 of these workmen were regularised or departmentalised by the Management-Company. Ex. M-4 dated 27-5-1969 is the Notice put up by the Management-Company indicating the seniority list of workmen employed by the Management-Company and the retrenchment on the basis of last come first go, categorywise, taking both (new one and old) plants into consideration. The annexure to Ex. M-4 shows the retrenched workmen categorywise. In the present dispute we are only concerned with casual workmen to be employed by the Management-Company. Casual workmen who are retrenched as per Ex. M-4 were 236 in number in Category VII Workers. This list shows the name of the workmen and also their ticket numbers. Out of this list, 159 workmen were provided with jobs by the Management-Company and the recruitments having been made from this list in 1971, 1973, 1977, 1978, 1980 and 1981. The last 12 of the workmen were given employment by the Management-Company on 2-2-1981. That will include that of the workmen retrenched in 1969, namely 236 workmen the first 160 of them had been given job by the Management-Company

subsequently from 1971 to 1981. Therefore there remains 77 workmen in this list who are yet to be provided with work by the Management. The claim of these 77 workmen is being espoused by Petitioner-Union No. 4 and it is contended that these 77 workmen who were retrenched in 1969 are entitled to get preference in the employment under the Management as per Section 25-H of the Industrial Disputes Act, 1947. That accounts for the last portion of the reference made by the Government of India, Ministry of Labour for adjudication by this Tribunal.

(6) That leads me to the main question of the number of workmen which the Management-Company must be directed to take. The stand of the Management can be gathered from paragraph (4) at page 4 of the counter statement filed by the Management which runs as follows: "On the advice of the Central Board, the contract system of mining and supply of beach sands was abolished effective from 31-10-1980. On the abolition of the contract labour system, the Company required only 60 workmen for direct employment for the mining work." There is no serious controversy that on the abolition of the erstwhile contract labour system the requirement of the Management was only 60 for mining work. Although four Unions are parties to the present reference, only three claim statements had been filed. Union No. 3, namely, Manavalakurichi Minerals Staff Association, Manavalakurichi has not filed any separate claim statement as such. But a joint claim statement has been filed by Union No. 1 Mineral Workers Union, Manavalakurichi as also Union No. 3 Manavalakurichi Minerals Staff Association, Manavalakurichi. In paragraphs 5, 18 and 19 of this joint claim statement filed by Petitioner-Union Nos. 1 & 3, the case of these Unions is that 110 workmen whose cause is championed by these two Unions should be absorbed as permanent workmen by the Management-Company for the reasons mentioned in those three paragraphs. But the Management in paragraph (7) of their counter statement filed (at page 10) has categorically stated that the Management denies the implication in paragraph (5) of the statement of Union Nos. 1 and 3 that the Management will be requiring more mining workers after absorbing 60 workers for the mining work at the first phase. Furthermore, the Management makes it clear, "Altogether the Management requires only 60 mining workers for absorption as direct employees on abolition of the contract system." The further stand of the Management is that all the four Unions are agreed that the numbers of mining workers required for absorption as contract employees on abolition of the contract system is only 60. I may also mention that neither in the claim statement filed by Union No. 2 or Union No. 4 or in the reply statements filed by the subsequently is there any whisper that on abolition of contract system by the Management-Company with effect from 1-11-1980, the Management-Company would require more than 60 direct workmen as such. As a matter of fact this is what Petitioner-Union No. 4 says in paragraph (6) of their claim statement: "Consequent upon the abolition of contract labour about 60 vacancies arose in the Respondent establishment. The question arose as to how these vacancies are to be filled up." In the circumstances, it behoves on me to examine the case of Union Nos. 1 and 3 of if eventually the Management should be directed to absorb 110 workmen instead of 60 as put forward by the Management. It cannot be ignored that primarily it is prerogative of the Management to manage their business consequent on the abolition of the contract system. Right through, the Management has uniformly maintained that on the abolition of the contract labour system, the Management-Company requires only 60 workmen for direct employment for mining workers. Therefore it is that utmost consideration has to be given to the clear stand of the Management of the requirement of 60 workmen. It is true that Petitioner-Union Nos. 1 and 3 had taken the plea that 110 workmen espoused by them should be absorbed and not 60. However, not an iota of evidence has been placed by either Petitioner-Union No. 1 or Petitioner-Union No. 3 in this direction. Nor does it appear from the totality of the materials placed before this Tribunal that the case put forward by the Management-Company of 60 workmen is not bona fide and that they may in fact require more than 60. That apart, the management-Company on the one hand and Petitioner-Union No. 1 and Petitioner-Union No. 3 on the other hand claimed to have entered into a memorandum of settlement under Section 18 (1) of the Industrial Disputes Act, 1947 on 4-2-1981

under Ex. W-53. At a later stage I will have occasion to consider the truth, validity and binding nature of Ex. W-53 as challenged by Petitioner-Unions 2 and 4 who are not parties to Ex. W-53. Suffice for me to mention at this stage that both the Management-Company and also Petitioner-Unions 1 and 3 swear and stand by all the terms contained in the Settlement Ex. W-53. At the bottom of page (1) of Ex. W-53, the following occurs: "It has been agreed that the Company will departmentalise 60 (sixty) workmen out of the contract workmen employed by MMICs subject to the following conditions: "In particular, I may refer to clause (8) of the settlement Ex. W-53 which runs as follows: "The Unions (Petitioner-Unions 1 and 3 before this Tribunal) agree not to raise any demand for departmentalisation of the remaining contract workmen who are left out as a result of this settlement". Therefore, Petitioner-Unions 1 and 3 are well and truly bound by this injunctive clause (8) of Ex. W-53 and therefore it does not like in their mouth to raise a contention before this Tribunal in the claim statement filed on 6-5-1982 to the effect that consequent on the abolition of the contract system, the Management-Company should be directed to engage 110 workmen belonging to the Union. On a net analysis of the stand of the parties and materials placed before me, I have little hesitation to conclude that consequent on the abolition of contract labour system effective from 31-10-1980, the Management-Company requires only 60 workmen for direct employment for the mining work. Incidentally, this finding would answer one part of the reference made by the Government of India to the effect as to what should be the number required to be recruited from those previously employed through Manavalakurichi Minerals Co-operative Labour Contract Society Limited and other Contractors.

(7) Bearing in mind the fact that consequent on the abolition of the contract system effective from 31-10-1980, the Management-Company requires only 60 workmen for direct employment for the mining work the claims made by rival Union have to be appreciated. I have already referred to the claim put forward by Petitioner-Union No. 4 that the workmen of the Management-Company retrenchment in the year 1969 are entitled to get preference in the employment (for the 60 posts to be filled up) as per Section 25-H of the Industrial Disputes Act, 1947 and to direct those workmen to be deemed to be employed with effect from 1-11-1980. Petitioner-Union Nos. 1 and 3 had filed their claim statement before this Tribunal on 6-5-1982 although the facts contained therein are said to have been verified even on 26-4-1982. Petitioner-Union No. 4 also filed their claim statement before this Tribunal on 6-5-1982. All the four Unions entered appearance before this Tribunal on 5-4-1982, when this Tribunal granted time for all the Unions to file their claim statements by 28-4-1982 there was no sitting of this Tribunal on 28-4-1982 and hence the proceedings stood adjourned to 6-5-1982. While Unions 1, 3 and 4 filed their claim statements on 6-5-1982 Union No. 2 did not file any claim statement. However this Tribunal had directed Petitioner-Union No. 2 to file their claim statement if any finally by 14-5-1982. Accordingly, Petitioner-Union No. 2 filed their claim statement before this Tribunal on 14-5-1982. The paragraphs in the claim statement of Petitioner-Union No. 2 have not been serialised. In this claim statement, this Union claims to represent the cause of Tulasī and 39 other mining workers who have been employed by the Indian Rare Earths Limited, Manavalakurichi through various contractors. It is further stated in the claim statement that the workers represented by this Union have been doing mining under successive contractors and they have put in large service than others who are seeking preferential employment now. The Management filed their counter statement on 20-5-1982, as Petitioner-Union No. 2 filed their claim statement only on 14-5-1982. However Union No. 2 filed a reply statement on 31-5-1982. In paragraph (5) of the reply statement filed by this Union, it is stated that the workmen of this Union were employed under different contractors from 1970 and the various contractors under whom the workmen of this Union were employed had also been mentioned. In paragraph (12) of the reply statement filed by Petitioner-Union No. 2, it is stated that the workers of Union had been continuously employed from 1970 under different contractors and that while the workers of Petitioner-Union Nos. 1 and 3 have put in lesser service than the 40 workers of this Union. Therefore it is that this Union claims in the last prayer portion of the original claim statement at page 3 that the workers represented by this Union are entitled to get

departmentalisation in preference to all others on the basis of length of service and their experience of mining work in the mining area.

(8) The claim put forward by Petitioner-Union Nos. 1 and 3 in brief is to the effect that the 110 contract workmen had been working in the mining area for over 15 years and consequently on the abolition of the contract system in the mining area the Management-Company should only departmentalise the 110 workmen of Petitioner-Union No. 1. These Unions also point out that the 77 workmen whom the Petitioner-Union No. 4 represents were not working in the mining area and therefore these workmen cannot have recourse to Section 25-H of the Industrial Disputes Act, 1947 in the vacancy arising in the mining area consequent upon the abolition of contract system in the mining area. With regard to the claim of Petitioner-Union No. 2 that the 40 contract labourers represented by them should be given preference it is pointed out that those 40 contract labourers were engaged in the mining area only for a period of two years, namely, 1976 and 1977 and that too for meeting a particular contingency arising on account of extra collection of beach sand during those two years and these 40 contract labourers were never engaged prior to 1976 and also not after 1977. Therefore in as much as these 40 contract labourers were engaged during 1976 and 1977 only on adhoc basis depending on sudden requirement of collecting extra beach sand, they are not entitled to any claim over the 110 workmen represented by Petitioner-Union No. 1. The Union further says that the claim of these 40 contract labourers does not even stand on parity with 110 contract labourers represented by Petitioner-Union No. 1. I have thus far set out the various contentions of the Unions staking their claim to be departmentalised by the Management-Company out of the 60 posts available consequent on the abolition of the contract labour system in the mining area with effect from 1-11-1980.

(9) That takes me to narrate the circumstances under which contract labour system for mining work was abolished from the Management-Company with effect from 1-11-1980. I have earlier at paragraph (3) supra mentioned the main activities of the Plant of the Management at Manavalakurichi. The present dispute centres round only on mining of beach washings of raw sand which is Item No. 1 of the four activities referred to above. The raw beach sands required for processing in the plant were supplied partly by (a) mining workers directly employed and (b) contract labour employed by contractors from time to time. I shall in a nutshell set out details of mining activities. These facts were also confirmed during my local inspection of the plant at the instance of Petitioner-Union No. 4. The departmental mining of beach sand is done in the beach available just in front of plant premises running about 500 metres. Beach washing from this stretch is first heaped with the help of bull dozers to points very close to the mobile conveyors. Departmental mining workers are engaged for loading the collected beach washing on the mobile conveyor which takes the sand to the raw sand yard near the pre-concentration plant. This activity is carried out presently in two shifts, namely, from 7.00 A.M. to 3.00 P.M. and from 3.00 P.M. to 11.00 P.M. That apart, the Company also gets raw material from two other sources, namely, Inland dune deposits and Monazite rich beach washings. In the present controversy, we are not concerned with the latter two. The mined sand from the various sources is mixed and taken to the pre-concentration plant where the material is enriched after rejecting the waste back to the sea. The concentrate is pumped to a big stocking place where it is spread by bull dozers for sundrying. By manual labour the material is dried in the sun during day time and the dried material is stock-piled in godowns through a system of conveyors. The dried material from the godown is fed to the plant, where different minerals like monazite, zircon, ilmenite, rutile, garnet and sillimanite are produced by making use of separating equipments utilising the magnetic, electrical conductivity, specific gravity properties of the minerals. It is common ground that after the Management had retrenched the workmen in 1969 the raw beach sand required for processing were supplied partly by mining workers directly employed by Management-Company and also by contract labour employed by contractors from time to time. This work through contract labour was in vogue from 1965 upto the abolition of the contract system ending with 31-10-1980 although there is some difference between the parties as to who were actually the contractors from 1965 upto 1980. As already referred to Ex. W-16 is

the strike notice issued by Petitioner-Union No. 4 even in June, 1968. Even then, demand No. 2 in Ex. W-16 was that the work of supplying of raw sand to plant No. 1 to be conducted directly by the Management and not to be contracted out. Therefore it is obvious even at that distance of time, Petitioner-Union No. 4 was demanding the abolition of contract labour and that the Labour should be directly employed by the Management-Company. Ex. W-17 is the remarks offered by the Management-Company and Ex. W-18 is the conciliation failure report. However the Government of India, Ministry of Labour declined to refer the dispute for adjudication including abolition of contract system—vide Ex. W-20. In Ex. W-20, the Government also referred to the fact that the work of collecting raw sand and bag stitching is of a predominantly seasonal nature on account of peculiar weather conditions. But the Government also took cognizance of the fact that the Management have agreed in principle to the abolition of the contract system and to regularise casual workers under contract system to the extent practicable. Aggrieved by this decision, Petitioner-Union No. 4 filed a writ of mandamus in Writ Petition No. 1640 of 1969 as mentioned above and the same was also dismissed—vide Ex. W-21 on 23-9-1970 and that has become final. Undeterred by the adverse order obtained from the High Court, Petitioner-Union No. 4 continued to agitate for abolition of the contract system and the workmen should be directly employed by the Management-Company. This is Demand No. 19 in Ex. W-22 dated 19-1-1974 charter of demands presented by Petitioner-Union No. 4. Meanwhile the Contract Labour (Regulation and Abolition) Act, 1970 (Act No. 37 of 1970) was enacted by the Parliament of India to regulate the employment of contract labour in certain establishments and to provide for its abolition in certain circumstances and for matters connected therewith. This enactment received the assent of the President of India on 5th September, 1970 and published in Gazette of India, Extraordinary Part-II, Section-I dated September 7, 1970. Thiru Md. Ismail, a member of Parliament appears to have written a letter under the original of Ex. W-29 on January, 3, 1974 (it must be 1975) to the Minister for Labour, Government of India reiterating the reasonableness of the demand of the workmen of the Management-Company for regular employment directly and abolition of contract labour without any delay. Ex. W-30 is the reply sent by the Minister for Labour, Government of India on 13th January, 1975 mentioning the fact that the demand of workers for regular employment and abolition of contract labour is being looked into. Ex. W-31 is also another charter of demands raised by Petitioner-Union No. 4 on 27-7-1977. At page 4 of Ex. W-31 clause (g) it is seen that the Union has demanded the practice of employing contract workers to be stopped and workers to be employed directly by the Company and not through contractors. Thus it can be noted that ever since the introduction of the contract labour system, Petitioner-Union No. 4 had been demanding the abolition of contract system and for the employment of the workmen directly by the Management-Company.

(10) Petitioner-Union No. 1 is Mineral Workers Union, Manavalakurichi. This Union is in existence from 1942 onwards. The President of this Union from 1971 till date has also been examined as W.W. 7. He has stated that his Union is an affiliate of the Indian National Trade Union Congress. Petitioner-Union No. 3 is a Union for staff of the Management-Company. Dr. Moses of Nagercoil is patron of Petitioner-Union No. 1. He is also a member of the Parliament. Ex. W-44 is the copy of the letter written by him to the Prime Minister of India while Ex. W-43 is the reply of the Prime Minister of India dated 30th June, 1979. Under Ex. W-44 is the copy of the letter written by him to should be directed to stop mechanisation and go for manual mining. But this plea has been rejected by the then Prime Minister Thiru Morarji Desai himself an ardent Gandhian. Incidentally, it may also be remembered that the Management-Company is subject to the control of Department of Atomic energy which portfolio is always being handled by the Prime Minister of India. In Ex. W-43, the Prime Minister has categorically rejected the plea of the member of Parliament not to mechanise the mining. The Prime Minister has clearly pointed out that the decision to mechanise the mining for additional requirements is appropriate. Ex. W-47 dated 2-10-1979 is the letter from Petitioner-Union No. 1 to the Regional Labour Commissioner (Central), Madras.

Under Ex. W-47 this Union complains against the Company for continuing the contract system for getting the raw sand and the Management is attempting to mechanise the entire process and against this action, the grievance under Ex. W-47 has been made. The Regional Labour Commissioner (Central) Madras on 4-2-1980 under Ex. W-48 has informed Petitioner-Union No. 1 that since the dispute relates to the abolition of contract system in the establishment in ques. on in the Management-Company it cannot be treated as an Industrial Dispute in view of the specific provision of Section 10 of the Contract Labour (Regulation and Abolition) Act dealing with the prohibition of employment of contract labour. Thereafter, Petitioner-Union No. 1 petitioned before the Central Advisory Board, Contract Labour for abolition of contract labour and absorption of them as regular and permanent workmen by Indian Rare Earths Limited, Minerals Division, Manavalakurichi, Tamil Nadu. Ex. W-49 is the copy of the application made by Petitioner-Union No. 1 on 21-7-1980. Petitioner-Union No. 1 was invited by the Central Advisory Contract Labour Board for abolition of contract labour—vide Ex. W-50 dated 11-8-1980. Ex. W-51 series are minutes of the meeting of the Central Advisory Contract Labour Board held on 19-8-1980. The abolition of contract labour system in Indian Rare Earths Limited, (i.e.) the Management-Company finds place at pages (2) and (3) and it is also found as item No. 2 in the agenda of Ex. W-51 series. At this meeting, the Central Advisory Contract Labour Board suggested departmentalise perennial jobs in the Indian Rare Earths Limited by October, 1980. The Appendix of the proceedings, namely, Supplementary Memorandum indicates that the contract labour has to be abolished ending with the present contract by the end of September, 1980. The Board's recommendation was that the Company should be given time to abolish the contract and departmentalise perennial jobs in the Management-Company by October, 1980. Thereafter, the Management-Company attempted to settle the number of 60 workmen to be directly employed in consultation with the various Unions, namely Petitioner-Union Nos. 1 to 4. But no settlement could be arrived at before the D-Day namely, 31-10-1980. Thereafter Petitioner-Union No. 1 appears to have made representation to the Management-Company about the settlement of issue and held discussions with the Management-Company on 13-11-1980 and 14-11-1980. But nothing materialised and therefore Petitioner-Union No. 1 addressed the Assistant Labour Commissioner (C), Ernakulam on 9-12-1980 for immediate intervention—vide Ex. W-52. Whiles, even earlier Union No. 2 approached the Assistant Commissioner of Labour (Central) Ernakulam in their letter dated 14-11-1980 consequent on the abolition of the contract system by the Management-Company with effect from 31-10-1980. The workmen of Petitioner-Union No. 2 undertook a hunger strike from 31-11-1980. Ex. W-27 (Ex. M-6 is also another copy of the same) is the record of discussion held before the Assistant Commissioner of Labour (Central) Ernakulam in the matter of hunger strike by Petitioner-Union No. 2. This is dated 3-12-1980. From Ex. W-27 it is seen that the Management-Company has stated that although the contract system has been abolished with effect from 31-10-1980 as per the direction of the Central Board constituted under the Contract Labour (Regulation and Abolition) Act, 1970, however the Management-Company has no immediate need for any additional workmen since they are getting their requirements of raw sand through departmental labour and mechanised mining. From Ex. W-27, it can also be noted that Petitioner-Union No. 1 has also started demonstrations with effect from 1-11-1980. The Management-Company also points out that the group of retrenched workmen also stake a claim for re-employment under Section 25-H of the Industrial Disputes Act. The Assistant Labour Commissioner has advised Petitioner-Union No. 2 to call off the hunger strike in order to reach any amicable settlement. Ex. W-27 further point out that in further proceedings the other two Unions, namely, Petitioner-Union No. 1 and Petitioner-Union No. 4 have to be associated with. Subsequently, the other two Unions, namely Petitioner-Union Nos. 1 and 4 also participated in the conciliation proceedings. But as no amicable settlement was reached, conciliation failure report was submitted on 29-1-1981 vide Ex. W-3.

(11) Whiles, certain other developments took place. On 4-2-1981, the Management-Company and Petitioner-Union Nos. 1 and 3 claimed to have entered into a settlement under Section 18(1) of the Industrial Disputes Act, 1947—vide Ex. W-53. Under this settlement the Management had agreed

to absorb 60 named workers out of 110 contract workers belonging to Union No. 1 as permanent workmen consequent upon the abolition of contract system. The departmentalisation of these 60 workmen are subject to the conditions mentioned therein Ex. W-53. It is common ground that neither Petitioner-Union No. 2 nor Petitioner-Union No. 4 were parties to the settlement entered into under Ex. W-53. Whereupon Petitioner-Union No. 4 on coming to understand the professed settlement between the Management-Company and Petitioner-Union Nos. 1 and 3, filed a Writ Petition in the Madras High Court in W. P. No. 1257 of 1981 challenging the settlement dated 4-2-1981, namely Ex. W-53. One of the members of Petitioner-Union No. 4, namely one Thiru S. Narayanan, who has been retrenched in 1969 had also individually filed Writ Petition in W. P. No. 81 of 1981. These two Writ Petitions were admitted by the Madras High Court and there was also a stay of the impugned settlement. On 5th March, 1981, the Madras High Court passed an order in the Miscellaneous Petitions in the above Writ Petitions and the other connected Petitions after hearing all the parties including the Management-Company making the interim stay of the Settlement dated 4-2-1981, absolute, pending disposal of the Writ Petitions. The High Court also held that as a temporary arrangement the vacancies should be filled up in the ratio of 1 : 1 : 1 : 1 that is one post should go to each of the four Unions, instead of all the 60 posts going to Petitioner-Union No. 1 alone. The attempt of Petitioner-Union No. 1 to vacate the interim order did not bear any fruit. On 24-11-1981, the Writ Petitions were heard on merits and eventually it was dismissed by the High Court on the ground that the workmen had alternative remedy under the Industrial Disputes Act. But the High Court had observed (vide Ex. W-24) that the Central Government should consider the question of making the reference for industrial adjudication within six weeks from the date of receipt of the copy of the order in the Writ Petitions. Against this order of the single Judge, Petitioner-Union No. 4 preferred a Writ Appeal in W.A. No. 513 of 1981 and Petitioner-Union No. 2 also filed Writ Appeal in W.A. No. 514 of 1981. During the pendency of the Writ Appeal also the Division Bench of the High Court had granted stay of the settlement dated 4-2-1981. Meanwhile the Government of India, Ministry of Labour has on 27-2-1982 made the present reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 to me under Section 7A of the Industrial Disputes Act for adjudication of the following schedule :

"Whether the employers of M/s. Indian Rare Earths Ltd., Manavalakurichi should absorb the contract labour employed through contractors under them as direct employees on abolition of the contract system and if so what should be the criteria for such absorption and what should be the number required to be so recruited from those previously employed through Manavalakurichi Mineral Co-operative Labour Contract Society and other contractors ?

Whether the workmen of the Company retrenched in the year 1969 are justified in demanding preference in employment as per Section 25-H of the Industrial Disputes Act while the employers propose to take into their employment additional workmen on abolition of the contract system."

However when those two Writ Appeals came up for final disposal before the Division Bench on 26-4-1982 the Division Bench of the High Court has passed the following order and directions :

"The controversy in these writ appeals has already been referred to the Industrial Tribunal, Madras, of which Shri T. Sudarsanam Daniel is the Presiding Officer. The parties agree that the legality of the interim settlement dated 4-12-1981, which also arises out of the reference will be gone into by the said Tribunal. Apart from going into the question of the legality of the Settlement, the Tribunal will decide all other questions referred to it at one point of time."

The Bench also ordered that the interim orders of stay will continue till the disposal of the reference. From the narration of these facts it can be seen that the settlement dated

4-2-1981 under Ex. W-53 remained a dead letter for all practical purposes, because not a single workman had been absorbed by Management-Company pursuant to the aforesaid settlement. Moreover under clause (10) of Ex. W-53, it has been specifically stated that this settlement will be implemented as early as possible but not later than 21st February, 1981. The dead line has long past. So to say the settlement continues to be a non-starter. Petitioner-Union No. 3 is Manavalakurichi Minerals Staff Association, Manavalakurichi. The Treasurer of the said Association from 1968 till date has also been examined as W.W. 10. He has admitted that his Association has not raised the present issue of absorption of contract labour workmen with the Management-Company. He has also admitted that none of the 110 contract labour workers whose cause is championed by Petitioner-Union No. 1 are members of his Union. Therefore, though this witness would say that they are associated with the interest of Petitioner-Union No. 1 and also claimed to have passed a resolution to the effect, for further discussion, it will be sufficient if Petitioner-Union No. 1 alone is referred to in the matter of representing 110 contract labour workers. Moreover, hereinafter Petitioner-Union No. 1, namely, Mineral Workers Union, Manavalakurichi-629252 would be referred to as Union No. 1, Petitioner-Union No. 2 Kanyakumari District Mineral Workers Union, Nagercoil, Tamil Nadu as Union No. 2 and Petitioner-Union No. 4 Indian Rare Earths Employees Union, Manavalakurichi-629252 will hereinafter be referred to as Union No. 4, while the Management may be referred to as Management or Management-Company.

(12) Before I proceed to examine the merits of the rival contentions put forward by Union Nos. 1, 2 and 4 I may advert to a plea taken up by Union No. 4 in paragraph (30) of their claim statement to the effect that the order of reference cannot be tried by this Tribunal as the same is beyond its jurisdiction in the light of Contract Labour (Regulation and Abolition) Act, 1970 (Act 37 of 1970). At the outset I must dispel an erroneous notion of this Union that the dispute referred to for adjudication by this Tribunal by the Government of India, Ministry of Labour comprises of two issues as such. This is not factually true because there is only one composite issue which has been referred for adjudication. The crux of the reference is the total number of workers to be ordered to be absorbed by the Management-Company consequent on the abolition of contract labour system of mining and supply of beach sand and the subsidiary or corollary is the number of workmen to be recruited from three rival Unions. It should also be remembered that this plea propounded by Union No. 4 is not shared by Union Nos. 1, 2 or 3 also. On the abolition of contract labour system with effect from 1-11-1980, the Management-Company required only 60 workmen for direct employment for the mining work. The three rival set of workers are : (i) the workmen retrenched in 1969, namely, 237, of which 160 had already been absorbed and the remaining 77 to be provided for represented by Union No. 4; (ii) 110 workmen represented by Union No. 1; and (iii) 40 workmen represented by Union No. 2 whose case is that these 40 workmen are contract labour workmen from 1970 to 1977. The plea of lack of jurisdiction taken up by Union No. 4 strikes me as self-defeating because if eventually Union No. 4 is able to persuade this Tribunal to accept this claim that the reference made by the Government of India is not maintainable, then no relief can be granted even to the workmen represented by Union No. 4, and then it will be open to the Management in their managerial discretion to pick and choose or even decline to choose any number of workman at all for direct employment for the mining work. That apart, I had earlier referred to the fact that even from 1968 onwards as can be discerned from Ex. W-16 Union No. 4 had been demanding the abolition of contract system of workmen and those workmen to be directly employed by the Management. In other words those workmen must be departmentalized by the Management. Having consistently taken up such a plea even from 1968 and also subsequently as pointed out by me earlier it is rather surprising that the present plea should come from the mouth of Union No. 4. Thus the attempt of Union No. 4 to scuttle or throttle or short circuit or muzzle the adjudication of the rival claims on merit even on a jurisdictional point is reminiscent of the stance of a man who would

rather prefer to cut to pieces the goose that lays the golden egg and happily share the lot thereof with the rival claimants rather than allow or let it be taken by any one of the other contenders.

(13) I shall now deal with the legal contention put forward by Union No. 4. The claim of Union No. 4 is the issue referred to this Tribunal by the Government of India is not maintainable and consequently this Tribunal has no jurisdiction to adjudicate it in the face of Contract Labour (Regulation and Abolition) Act, 1970 (Act 37 of 1970). I had already referred to the fact that the Contract Labour (Regulation and Abolition) Act, 1970 (Act 37 of 1970) came into force on 10th February, 1971—vide Notification No. G.S.R. 190, dated 1st February, 1971 published in the Gazette of India, Extraordinary Part II, Section 3(i), dated 10th February, 1971 on page 173. The position of law obtained prior to the advent of the Contract Labour (Regulation and Abolition) Act, 1970 (Act 37 of 1970) has been dealt with by the Supreme Court in the decision reported in 1960—II—L.L.J. Page 233 (Standard Vacuum Refining Company of India Ltd., vs. Their workmen and another). In that decision, the Supreme Court has held that the demand put forward for abolition of contract system of work adopted by the Company could be termed as an "industrial dispute" within the meaning of Section 2(k) of the Industrial Disputes Act, 1947. It may also be remembered that it is not the case of even Union No. 4 that the contract system adopted by the Management was a camouflage. No doubt if the contract had been *mala fide* and a cloak for suppressing the fact that the workmen were really the workmen of the Company, the Tribunal would have been justified in ordering the Company to take over the entire body of workmen and treat it as its own workmen. Whereas in the present case, the Management after mechanisation wants the work to be done in the most economical and convenient that it thought proper. The Supreme Court held that the Tribunal would be justified in leaving it to the Management for itself how many workmen it should employ and on what terms, although a direction can be given that when selection is being made preference should be given to the workmen employed under the earlier contractors. Thus this decision of the Supreme Court does not in any way affect the present dispute since the reference at hand (dated 27-2-1982) has arisen after the introduction of Contract Labour (Regulation & Abolition) Act, 1970 (Act 37 of 1970). Learned counsel for Union No. 4 Thiru Chandru would further urge that any issue relating to abolition of contract labour cannot be maintained under the Industrial Disputes Act, 1947. Limited support for this decision is to be had from the decision of the Supreme Court reported in 1971—II—L.L.J. Page 567 (Vogels Private Limited vs. The workmen). That decision of the Supreme Court was rendered on 10th September, 1971. But it must be remembered that the reference was made on 17-4-1967. Apparently, on that day the Central Act, 37 of 1970 and also the State enactment had not been passed. But learned counsel Thiru Chandru refers me to the following passage of the Supreme Court found in paragraph (38) of the citation referred to above. This is how it reads :

"It may be that in future if a reference is proposed to be made or actually made by the authorities concerned regarding abolition of contract labour for adjudication by the Industrial Tribunal, it may be open to the persons concerned to resist the reference on the ground that the jurisdiction to consider such matters and prohibiting contract labour is now vested with the appropriate Government under the Central Act."

There cannot be any dispute at all about the position of law as clearly laid down by the Supreme Court. Reliance is also sought to be placed on the reported speech of the Minister for Labour which can be gathered from Ex. W-51 series in the meeting of the Central Advisory Contract Labour Board held on 19th August, 1980, paragraphs (4) and (5). In paragraph (4), the Labour Minister has pointed out that "the basic intention of the Contract Labour (Regulation and Abolition) Act and the abolition of the Contract Labour is

to eliminate the system of middle men so that labourers get their just wages for their work. It is, therefore, necessary that contract labourers to the extent possible be absorbed as permanent regular workers, allowed all the facilities given to other workers doing the same type of job and covered by the existing social security schemes." In paragraph (5), the Minister of Labour has also stated that "it is proposed to amend the Act to contain a positive provision to absorb the contract labour where it has been abolished by law." I am unable to be persuaded by the learned counsel's argument that these passages would support his stand. On the other hand it is perfectly clear that the Honourable Minister of Labour has only considered the effect of the abolition of contract system. Particularly I may also refer that the Honourable Minister when says "that some deep thought must be given to this issue. Perhaps a Corporation could be set up which could have a pool of labourers to be employed whenever the need arises." So long as no amendment has been made to Contract Labour (Regulation and Abolition) Act, 1970 (Act 37 of 1970) making it imperative to absorb contract labour where it has been abolished by law certainly it would be open for such contract man who had been displaced because the intervention of the Contract Labour (Regulation and Abolition) Act, 1970 (Act 37 of 1970) to raise a dispute that their claim to be absorbed should be adjudicated under the Industrial Disputes Act. If Contract Labour (Regulation and Abolition) Act, 1970 (Act 37 of 1970) had specifically made a provision as to what should become the fate of the workmen employed by erstwhile contractors, then certainly this Tribunal cannot have any vestige of jurisdiction to adjudicate that question. It must be distinctly borne in mind that the contract labour system for mining work under the Management had been abolished with effect from 1-11-1980. Of that there is little controversy. As I read the provisions of Contract Labour (Regulation and Abolition) Act, 1970 (Act 37 of 1970) I am led to conclude that the twin objects of the enactments were (i) Regulation of contract labour system in some establishments and (ii) abolition altogether of contract labour system in some establishments. Only with regard to these two items the Tribunal cannot have any jurisdiction. It is most unreasonable to suppose that when by the stroke of Contract Labour (Regulation and Abolition) Act, 1970 (Act 37 of 1970) the contract labour system is put an end to and thereafter the workmen under those contractors are left in the streets without any remedy whatsoever. It must also be pointed out that the reference made by the Government of India deals only with the consequences of the abolition of the contract system under the Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970). It does not pretend to relate to the abolition of contract labour as such in Management—Company. In that view, there is an Industrial Dispute between the three rival Unions with regard to the filling up of those posts consequent on the abolition of contract system and I have no hesitation to hold that such dispute would easily come within the meaning of Industrial Dispute as contemplated under Section 2(k) of the Industrial Disputes Act, 1947. Learned counsel for Union No. 4 further seeks to place reliance on the Award passed by this Tribunal in I.D. No. 42 of 1981 dated 16-3-1982. On a perusal of this Award, I find that this Tribunal has literally followed the decision of the Supreme Court reported in 1971—II—L.L.J. page 567 (Vogels Private Limited vs. the workmen). The short point which was posed for consideration in the said dispute was whether the contract system of employment hitherto resorted to by the Management should be ordered to be discontinued and workers be directly employed by the Estate. Therefore such a demand for abolition of the contract system as such would certainly come within the prohibition of Contract Labour (Regulation and Abolition) Act, 1970 (Act 37 of 1970) as pointed out by the Supreme Court in 1971—II—L.L.J. Page 567. Therefore, the aforesaid Award would not in any manner support the stand taken up by Union No. 4 that the present reference is incompetent. Finally, learned counsel for Union No. 4 Thiru Chandru points out that in as much as the present decision of the Management to abolish the contract system was not proved to be by operation of law (i.e.) not by notification under Section 10 of the Contract Labour (Regulation and Abolition) Act, 1970 (Act 37 of 1970) hence contract labour do not

have any legal right to claim absorption or preference over employment. I am inclined to hold that the reference would even then be grounded on a stronger footing than if there were a notification under Section 10 of the Contract Labour (Regulation and Abolition) Act, 1970 (Act 37 of 1970). There is no bar as such for any employer or Management to abolish contract labour system as such on their own volition. It is their own sweet will and pleasure to continue or not to continue contract system. Even under such circumstances the erstwhile workmen have every right to raise a dispute. Looked at from any point of view, I am unable to accept the submission made by the learned counsel for Union No. 4 Thiru Chandru that the reference made by the Government of India is not maintainable and that this Court has no jurisdiction to adjudicate the same. This point is accordingly answered against Union No. 4.

(14) At this stage I would consider the truth, validity and binding nature of the Settlement Ex. W-53 dated 4-2-1981 entered into between Management-Company on the one part and Union Nos. 1 and 3 on the other. Of course, the Management-Company as well as Union Nos. 1 and 3 even now seek to stand by the terms of the Settlement Ex. W-53. Admittedly, neither Union No. 2 nor Union No. 4 were parties to the Settlement Ex. W-53. They were not even invited for discussion which preceded Ex. W-53. Therefore it becomes necessary for me to set forth the circumstances under which the Settlement Ex. W-53 had come into existence. The sum and substance of the terms of Settlement under Ex. W-53 is that the Management-Company would departmentalise 60 contract workmen employed by Manavalakurichi Minerals Cooperative Labour Contract Society Limited subject to certain conditions enumerated therein. The contract labour system in manual mining of raw sand at Manavalakurichi was eventually abolished effective from 31-10-1980. Ex. W-3 is the conciliation failure report submitted by Assistant Labour Commissioner (Central) Ernakulam on 29-1-1981. It is common ground that since the abolition of contract labour effective from 31-10-1980 the Management had not departmentalised any contract labour workmen. 40 contract labour workmen who were said to have been thrown out of employment in 1977 started a relay hunger strike from 13-11-1980 and so Union No. 2 raised a dispute before the Assistant Labour Commissioner (Central) Ernakulam. The Assistant Labour Commissioner (Central) Ernakulam held discussion between Union No. 2 and the Management on 3-12-1980 and advised Union No. 2 to call off the hunger strike in order to create a proper atmosphere for reaching an amicable settlement—vide record note of discussions held before the Assistant Labour Commissioner (Central) Ernakulam Ex. W-27 (same as Ex. M-6). Accordingly the relay hunger strike resorted to by Union No. 2 was eventually called off effective from 6-12-1980. Union No. 1 also held demonstrations with effect from 1-11-1980 although they unilaterally withdrew subsequently. From Ex. W-27 it can be seen that the Management-Company had also pointed out that there is no other group of retrenched workmen who have a legal claim for re-employment as per Section 25-H of the Industrial Disputes Act if and when they go in for fresh recruitment and Union No. 4 have also been agitating for absorption of these workmen. The stand of the Management before Conciliation Officer is set out in Ex. M-10. Union No. 1 also raised the dispute before the Conciliation Officer by means of a letter dated 9-12-1980. The conciliation officer held discussion between the parties on several dates 12-12-1980, 31-12-1980 and 3-1-1981 and 14-1-1981 eventually submitted the conciliation failure report on 29-1-1981 vide Ex. W-3. The settlement under Ex. W-53 is said to have come into existence on 4-2-1981. Apparently, both Union Nos. 2 and 4 had been excluded from the Settlement Ex. W-53 although both these Unions had been vociferously and continuously by several modes known to law staking their claim to be permanently absorbed from 1-11-1980. However, merely because Union Nos. 2 and 4 had been kept out of the Settlement Ex. W-53 dated 4-2-1981, it does not *ipso facto* follow that the Settlement entered into therein was *mala fide*. Without

dispute, on the abolition of the contract labour system with effect from 1-11-1980, the Management were deprived the benefits of the contract system whereby mining work was carried on. Therefore it is understandable on the part of the Management to enter into any ad hoc arrangement between the rival claimants so that the work of mining is not jeopardized or hampered to the detriment of the business of the Management. Therefore it was that even before the Central Advisory Contract Labour Board held on 19th August, 1980 the Management had pointed out that so far as Manavalakurichi Plant was concerned certain practical difficulties that stood in the way of departmentalisation of the jobs in which the contract labour system is to be abolished are to be sorted out but they are doing their best and the Management representatives indicated during the course of discussion that negotiations with the Union were still in progress and it is hoped that settlement would be arrived at before end of October, 1980—vide bottom of page 2 and top of page 3 of Ex. W-51 series. Ex. M-10 is the stand of the Management submitted to the Conciliation Officer with regard to the three rival sets of claim for absorption of workmen consequent on the abolition of contract labour system from 1-11-1980. In paragraph (2) of Ex. M-10 dated 17-1-1981 this is how the Management-Company sets out their view on the three rival sets of claim: "During the course of discussions, the Management representatives pointed out that the Company will be requiring only 60 persons to do the manual mining work as it had a large departmental workforce already and that it was willing to sign a settlement in the presence of the Assistant Labour Commissioner (Central), if the unions could come to an agreement regarding the sharing of these 60 numbers between themselves." Therefore it is manifest that even on 17-1-1981, the Management was amenable to any settlement before the Conciliation Officer provided the rival Unions agreed among themselves inter se as to how to apportion the 60 vacancies between themselves. But the hard fact remains that in the absence of an agreement between these three Unions, the Management was rather in an unenviable position not to proceed with departmentalising any workmen belonging to any particular Union. Therefore it was that when on 4-2-1981 the Management-Company entered into a settlement with Union Nos. 1 and 3 under Ex. W-53. Although Union Nos. 2 and 4 were not parties to the same, yet regard being had to the fact that from 1-11-1980 the work entrusted to erstwhile contract workmen could not be effectively carried on, it was not unreasonable for the Management to enter into an interim arrangement under Ex. W-53. After the advent of the Settlement Ex. W-53 on 4th February 1981 innumerable proceedings had taken place before High Court, Madras. It may be remembered that the settlement under Ex. W-53 has been executed at Bombay although there is nothing intrinsic in it to indicate the same. Clause (4) of Ex. W-53 runs as follows:

"In the event of this departmentalisation being challenged in any Court or Tribunal or reversed by an order of any statutorily competent authority, then these workmen and the Unions will have to abide by the decision of the court/competent authority. They will be on probation till this process is completed and their services will be liable to be terminated in the event of an adverse decision. If such eventuality does not arise, the provisions of the Standing Orders will prevail."

Therefore it is apparent that it was only an ad hoc or interim arrangement that has been entered into under Ex. W-53. That it was essentially an interim arrangement dictated by the exigencies of work can also be gathered from clause (10) of Ex. W-53 which says that "this settlement will be implemented as early as possible but not later than 21st February, 1981". As pointed by the Management at page (6) of their counter statement that this settlement was intended only to maintain industrial peace and avoid dislocation of work in the plant at Navalakurichi. Nowhere in the counter statement of the Management has it been suggested that the Settlement under Ex. W-53 is a permanent one. In the claim statement filed on behalf of Union Nos. 1 and 3 at paragraph (14) this is how those two Unions have understood the terms of settlement entered into under Ex. W-53: "Under the terms of the said settlement as a tentative measure the

Management agreed to absorb 60 named workers out of 110 contract workers as permanent workmen consequent upon the abolition of contract system pending the determination and decision of the rival claims made by the Kanyakumari District Mineral Workers Union (Union No. 2) and Indian Rare Earths Employees Union (Union No. 4). Further more, in paragraph (15) of their claim statement it has been categorically stated that the agreement was on an ad hoc basis pending final decision of the adjudicating authority or any statutory authority. Now, that the entire issue has been referred to this Tribunal for adjudication by the Government of India, Ministry of Labour on 27th February, 1982, there is not much force in the terms of settlement entered into by the Management and Union Nos. 1 and 3 under Ex. W-53 on 4th February, 1981. It transpires in evidence that Union No. 1 is a majority Union recognised by Management-Company and therefore when the Management enters into a settlement albeit on ad hoc basis with the recognised Union, the settlement cannot be said to be mala fide. I had earlier, referred to the fact that for all practical purposes the settlement under Ex. W-53 remains still born excepting to the extent that pursuant to Settlement Ex. W-53 in the light of the earlier stay obtained in W.P. No. 81/1981 of the Madras High Court, wherein the High Court had directed the Management not to fill up one vacancy out of the 60 posts offered by the Management under Ex. W-53. The 59 workmen offered by Union No. 1 had been duly medically examined by the Medical Officer of the Management and the certificates issued by him form Ex. M-3 series. Of the 59 workmen medically examined, 57 of them have been declared medically fit, while in two cases D. Kumara Dhas and N. Ponnuswamy they have not been cleared of their medical fitness because in the case of D. Kumara Dhas, expert opinion is required regarding his medical fitness for hard work from the Department of Neurology, Medical College, Trivandrum and in the case of N. Ponnuswamy the Medical Officer of the Management declares that he is having some kind of heart disease and hence he is not fit for hard work. However an expert opinion may be obtained from the Department of Cardiology, Medical College Hospital, Trivandrum for declaring him to be fit. Moreover, the built in safety clause provided in clause (4) of Ex. W-53 leaving at large the issue to be tested in any forum by any aggrieved one would also go to demonstrate that the settlement under Ex. W-53 was only bona fide. On a consideration of the several factors, I find that the Settlement under Ex. W-53 dated 4th February, 1981 entered into between Management-Company and Union Nos. 1 and 3 is true and bona fide.

(15) Learned counsel for Union Nos. 1 and 3 Thiru G. Venkatraman states that it is not his claim that the Settlement Ex. W-53 is binding on Union Nos. 2 and 4 and therefore the question of legality of the Settlement need not be gone into. His further submission is that although the terms of settlement would not bind Union No. 2 or Union No. 4, the fairness and reasonableness thereof can be ascertained or even adopted by this Tribunal. In paragraph (18) of the claim statement filed by Union Nos. 1 and 3 at page 13 this is the stand of these two Unions: "It is submitted that the said settlement could be very well adopted by this Tribunal to hold that the 110 workmen whose cause these two to under Ex. W-53. There is also no specific bye-law in contract workmen of the Management to the exclusion of the other categories of workmen represented by the other two Unions". But the Division Bench of the High Court by its order dated 26th April, 1982 Ex. W-15 has pointed out that "the parties (all the four Unions and Management-Company) agreed that the legality of the interim settlement dated 4th February, 1981 will be gone into by this Tribunal and apart from going into the question of the legality of the settlement, the Tribunal will decide all other questions referred to it at one point of time". In view of this specific direction of the Division Bench of High Court it is imperative and I am duty bound to go into the legality of the settlement dated 4th February, 1981—Ex. W-53.

(16) No doubt, Ex. W-53 is purported to be a memorandum of settlement arrived at under Section 18(1) of the Industrial Disputes Act, 1947 between the Management of Indian Rare Earths Limited and their workmen represented by Minerals Workers' Union, Manavalakurichi and Manavalakurichi Mineral Staff Association. It is pointed out that this Settlement Ex. W-53 is not in the prescribed form 'H' in violation of Rule 58 of the Industrial Disputes (Central) Rules, 1957. W.W. 7 and M.W. 1 who are signatories to

Ex. W-53 had also admitted that the settlement had not been sent to the authorities prescribed under the Rules. In 1972—I—L.L.J. Page 99 (Workmen of Delhi Cloth and General Mills Ltd. vs. Delhi Cloth and General Mills Ltd.) the Supreme Court has pointed out that the provision of Rule 58(4) admittedly not being complied with the settlement was invalid and not binding on the concerned workmen. In the present case also it is conceded that Union Nos. 1 and 3 and the Management did not jointly send a copy of the settlement in question to the Central Government, Chief Labour Commissioner, the Regional Labour Commissioner and the Conciliation Officer immediately or any time after their entering into the settlement. If that be so in the light of the citation referred to above, the settlement entered into under Ex. W-53 would not even bind the 110 workmen represented by Union No. 1. Learned counsel for Union No. 4 Thiru Chandru further points out that the President of Union No. 1 who has been examined as W.W. 7 did not have any authority to enter into a Settlement under Ex. W-53. In support of this position, reliance is sought to be placed in the decision of the Supreme Court reported in 1981—II—L.I.J. Page 184 (Brooke Bond India Limited vs. workmen), where the Supreme Court held that "unless the office-bearers who signed the agreement were authorised by the Executive Committee of the union to enter into a settlement or the constitution of the union contained a provision that one or more of its members would be competent to settle dispute with the management, no agreement between any office-bearer of the union and the management can be called a settlement as defined in Section 2(p) of the Industrial Disputes Act, 1947". The Supreme Court also points out that "where a settlement is alleged to have been arrived at between an employer and one or more office-bearers of the Union, and the authority of the office-bearers who signed the memorandum of settlement is challenged or disputed, the authority or authorisation has to be established as a fact and it is not enough if the employer merely points out and relies upon the fact that the settlement was signed by one or more of the office-bearers". Not un-oblivious of the purport of the decision as relied on by Union No. 4, learned counsel for Union No. 1 points out that because Union No. 1 is a recognised Union and the constitution of the Union provides that any of its office-bearers can enter into a settlement with the Management, the Settlement under Ex. W-53 must be held to be valid. Ex. W-54 is the typed copy of the bye-laws of Union No. 1. W.W. 7, the President of Union No. 1 has admitted in cross-examination that there is no specific authorisation by the general body of his Union to accept the terms agreed to under Ex. W-53. There is also no specific bye-law in Ex. W-54 authorising the President or Secretary or both to enter into any settlement. However, learned counsel for Union No. 1 Thiru Venkatraman refers me to bye-law (10) of Ex. W-54 (bye-law of Union No. 1) to the effect that the President authorises to sign all instruments to which the Union is a party and under bye-law (12) the Secretary and the President can execute all instruments of the Union. Support for this position is also sought to be placed on the decision of the Supreme Court reported in 1966—I—L.L.J. Page 412 (Purshottam H. Judge vs. Potdar (V.B.) (Authority under the Payment of Wages Act) and another). No doubt there may be some force in the submission of the learned counsel, but I am not fully persuaded whether even this oblique interpretation would admit a valid settlement between the Union and the Management. In this context I would also refer to the fact that under clause (8) of Ex. W-53, the President and Secretary of Union No. 1 agree not to raise any demand for departmentalisation of the remaining contract workmen who are left out as a result of the settlement. This would tantamount to say that the President and the Secretary have agreed to give up the claim of remaining 50 workmen whose cause is also professed to have been espoused by Union No. 1. One can understand if any reservation had been made in their behalf in case of future vacancy but it is not so and so this clause is plainly against the interest of those 50 workmen. Thus presence of clause (8) reinforces my conclusion that the Settlement under Ex. W-53 purported to be signed by the President and the Secretary in the absence of any specific authorisation to enter into a settlement would not amount to a valid settlement on behalf of the 110 workmen represented by Union No. 1. Furthermore, clause (6) of Ex. W-53 is impinging on the right of other plant workers represented by Union No. 4, Management and Union No. 1 and Union No. 3 cannot by any stretch of imagination barter away or even suspend the right of workmen of Union No. 4 more so in their absence.

Looked at from any point of view; the settlement under Ex. W-53 cannot be held to be valid. My conclusions with regard to Ex. W-53 are as follows: (i) Settlement under Ex. W-53 is true and bona fide; (ii) the settlement under Ex. W-53 is not mala fide; and (iii) the settlement under Ex. W-53 is invalid and would not bind even the workmen represented by Union No. 1.

(17) As I have already pointed out that on the abolition of the contract labour system the Management-Company required only 60 workmen for direct employment for the mining work. The three rival sets of workmen who stake their claim for direct employment are: (i) the workmen retrenched in 1969 represented by Union No. 4; (ii) 40 workmen belonging to Union No. 2 that they are contract labour workmen who claimed to have put in longer years of service and as such claim to be entitled to be absorbed in the 60 posts now held out by the Management for being departmentalised and (iii) the 110 contract labour workmen who were the workmen under the contract labour system on the date of abolition, namely, 31st October, 1980 represented by Union No. 1. Thus it can be seen that the workmen sponsored by Union No. 4 were never workmen under any contractor, whereas the workmen represented by Union Nos. 1 and 2 are workmen under erstwhile contractors. The group of 77 workmen represented by Union No. 4 was retrenched in 1969. They stand on a separate footing. The details of designation, ticket number, rate of compensation, period of service, date of first employment and total period of employment upto 31st May, 1969 are furnished in Ex. W-2. Out of this, five workmen, namely, W.W. 8 and Kochumani, Madusoodan Pillai, Chinna Nadar and Muthiah subsequently became workmen under contractors and as such these five workmen who are included out of the 77 mentioned in Ex. W-2, form part and parcel of the 110 contract workmen whose cause is championed by Union No. 1. Therefore although three sets of claims are seen staking to be departmentalised against the 60 vacancies in the Management-Company, by and large they form two groups: One who were retrenched in 1969 and who are yet to be absorbed in the Management as per list Ex. W-2 represented by Union No. 4 and the other group claiming to be contract labour workmen represented by Union Nos. 1 and 2. In as much as the claim of Union No. 4 is that the retrenched workmen of 1969 have superior and legal claim under Section 25-H of the Industrial Disputes Act, 1947 over the other workmen, I shall first examine the merit of group No. 1, namely, the 77 workmen as listed in Ex. W-2 and represented by Union No. 4.

(18) In order to appreciate the claim put forward by Union No. 4 with regard to the 77 workmen listed in Ex. W-2 it will be useful to recall the circumstances under which the retrenchment of these workmen took place in 1969. As mentioned earlier when the Management-Company took over the Manavalakurichi establishment in 1965 only one plant was functioning but even then it was old sick plant and the process was out of order. Therefore it was that the new plant (the existing plant) was set up at Manavalakurichi. The erection of this plant was commenced in 1965 and it was completed in 1969 when the old plant was closed down. As a result of mechanisation and commissioning of the new plant in 1969 about 400 plant workmen who were engaged as casuals were rendered surplus and they were retrenched from service except the mining workers. The present plant being a modern and mechanised one, the labour requirement of the same was considerably less than that of the old and dismantled plant. Therefore it was that the Management has published a notice on 18th July, 1968 pointing out the workmen employed in the dismantled plant but will be employed in plant No. 1 in preference to any one else. Ex. W-17 is the statement given by the Management before the Assistant Labour Commissioner (Central), Ernakulam on 24th August, 1968. At page (2) of Ex. W-17, the Management has pointed out that in the new plant, namely, existing plant, a considerable number of casual and temporary workers were engaged as the work was mainly connected with the erection of the plant and some production was also going according to the exigencies of the situation and the requirements of the product and the erection work is now completed and the new plant, namely existing plant will be going into normal production immediately. The requirements of the personnel in the new plant will be met from among the workers employed in the dismantled plant to the extent possible. If in any category there are vacancies after the available men in the ear-

lier plant are exhausted the same will naturally be given to the temporary and casual workmen at present working in plant No. 1 (existing plant) based on their service, seniority and other relevant considerations. Moreover, the Management has also indicated that mining work to a considerable extent had been given on contract and the Company does not propose to do this part of the work departmentally at present. However, the matter is being looked into. Therefore from these facts which can be culled out from Ex. W-17, it is perfectly clear that the workmen retrenched in 1969 were only working in the work connected with the erection of the present plant from 1965 to 1969. That fact is also confirmed from the data which can be gathered from Ex. W-2. Thus it is obvious that none of the workmen who were retrenched in 1969 were employed in mining work carried on by the Management-Company. On the other hand Union No. 4 and the Management-Company entered into a settlement on 26th May, 1969—vide Ex. M-1, whereby on the express demand of Union No. 4 the Management had agreed to treat the mining area workers of plant No. 1 as a separate category and to retain all such workers on a casual basis and they will be engaged according to requirements. Moreover the Management agreed to retain four casual employees of plant No. 1 according to the seniority list published on 23rd May, 1969. Union No. 4 does not profess to resile from the terms of the settlement entered into by them with the Management under Ex. M-1. The net result was that the mining area casual workers were treated as a separate category and Management had agreed to retain all such workers on casual basis. At that time 97 casual workmen were working in the mining area and these were retained by the Management as casuals. It is significant to bear in mind that this group of 97 casual workmen in the mining area was apart from the 400 workmen retrenched in the plant by the Management in 1969. Out of these 400 workmen, 237 workmen received retrenchment compensation under the Industrial Disputes Act, 1947 while the remaining were retrenched even without retrenchment compensation because they had not put in the necessary service to be entitled to retrenchment compensation under the Industrial Disputes Act, 1947. Out of these 97 casual workmen working in the mining area and who are retained in 1969 some of them subsequently superannuated and some disabled or died and in 1971, 66 of these casual workmen were regularised by the Management-Company. Apparently, neither Union No. 4 nor any of the 237 workmen who are retrenched in 1969 had raised any protest or demur against the regularisation or departmentalisation of those 66 casual workmen in mining area in 1971. That would also reinforce the stand of Management-Company as well as Union No. 1 and Union No. 2 that the 237 workmen who are retrenched in 1969 were only casual workmen working in plant and not in mining area.

(19) Quite conscious of the fact that none of the 237 workmen retrenched in 1969 can validly advance any just claim to be absorbed in the mining area of the Management, Union No. 4 has now come to put forward with the theory of interchangeability of personnel from one place to another. In other words the present case of Union No. 4 is that there is no clear demarcation between the plant and mining workers especially on the question of unskilled labourer. Whether any weight can be attached to such a plea has to be scanned. It must be remembered that the 237 workmen retrenched in 1969 were only casual workmen working in the plant. From Ex. W-2 it can be held that these workmen had worked in the construction of the present plant for several years as seen from Ex. W-2, the maximum service put in by such worker was 5 years and 7 months. Three workmen in Ex. W-2 have put in such service. Thus it is manifest that all these workmen were engaged by the Management as casual workmen in the construction and erection of the present plant, which work roughly lasted from 1965 upto 1969. At the instance of Union No. 4 this Tribunal made also a local inspection to appreciate primarily the nature of the work done by a departmental worker in the mining area. The work done by the workmen in the mining area is certainly manual in nature and is strenuous. The workmen has to do the work on the shore from 7 A.M. to 3.00 P.M. or 3.00 P.M. to 11.00 P.M. exposed to sun, monsoon, rain, etc. The worker has to do selective mining of the washings of raw sand after removing the quartz and other wastes from the areas. The sand collected from the mining areas should at least contain 80 per cent of heavy

minerals, such as Ilmenite, Rutile, Zircon, Sillimanite, Garnet and Monazite, and the moisture content of the wet sand supplied should not exceed 10 per cent. Therefore the work done in the mining area is manual but is strenuous and thus involve peculiar skill, for he cannot collect any sand from the shore. Furthermore, if this theory now being propounded by Union No. 4 about the interchangeability of the casual workmen in different areas has any meaning or force, certainly in 1969 when these 237 workmen were retrenched with retrenchment compensation, three of them having put in 5 years and 7 months service the Union would not have bargained for and made the Management to agree to treat the mining area workmen in a different category. As earlier pointed out at the instance of Union No. 4 as evident from Ex. M-1, these mining area workmen were retained as casuals and kept in a separate category. That will give a lie circumstantial to the case of interchangeability of work now put forward by Union No. 4. 66 of the casual workmen working in the mining area were departmentalised in 1971. There was no demur or protest from Union No. 4 or even from any one of the 237 workmen retrenched in 1969. If really any of the 237 workmen retrenched in 1969 had any semblance of claim under Section 25-H of the Industrial Disputes Act, 1947 to be absorbed as mining workmen certainly an ever agile Union like Union No. 4 would not have kept idle and taken things lying down. On the other hand, admittedly 160 workmen out of 237 workmen retrenched in 1969 were provided with jobs by the Management in 1971, 1973, 1977, 1978, 1980 and 1981. Therefore it is obvious that the list under Ex. M-4 dealt only with plant workers of 1969 and separately treated as such ever since.

(20) Ex. W-22 is the charter of demands made by Union No. 4 on 19-1-1974. Demand No. 19 of Ex. W-22 says the contract system of work should be abolished and workmen be employed directly by the Company among those who were retrenched in 1969. Ex. W-57 is a long term settlement entered into by the Management-Company with the workmen of the Company represented by four Unions. The three Unions who participated were Union Nos. 1, 3 and 4. Union No. 2 although raised certain demands did not respond to the invitation for discussion. Union No. 4 did participate in the discussion, but did not finally subscribe to the settlement entered into under Ex. W-57, a memorandum of settlement under Section 12(3) of the Industrial Disputes Act, 1947 dated 27-1-1975. Clause (16) of Ex. W-57 clearly mentions that "it is agreed between the parties that the settlement is in full and final settlement of all the demands raised in the charter of demands submitted by the Unions mentioned above, and the Unions shall not raise any demands involving financial commitments on the part of the Company during the period of operation of the settlement." Admittedly Union No. 4 did not dispute the validity and binding nature of this settlement Ex. W-57 dated 27-1-1975. It must therefore follow that Union No. 4 did not seriously believe in the claim put forward by them forming Item No. 19 of the charter of demands Ex. W-22. Subsequently also there was another long term settlement entered into between the Management-Company and the workmen on 6-5-1978—vide Ex. W-56 to which significantly Union Nos. 4 and 2 were also parties. As a result of this Settlement, Union No. 4 must be deemed to have given up the demand found at page (4) of Ex. W-31.

(21) Moreover, the Company departmentalised 46 casual workmen who were working in bag section. Ex. W-58 is the Settlement entered into under Section 18(1) of the Industrial Disputes Act, 1947 to which the Management-Company and Union Nos. 1 and 3 were parties. Under clause (1) of Ex. W-58, eligible casual bag stitching workers were brought on the permanent establishment of the Company with effect from 1st October, 1975. Annexure 'A' of Ex. W-58 shows 46 casual workmen who became permanent as a result of the settlement. This is dated 9-12-1975. Admittedly, neither Union No. 2 nor Union No. 4 had protested against the terms under Ex. W-58. No dispute has been raised. If in fact as Union No. 4 would have it that the 237 workmen who were retrenched in 1969 has a superior right under Section 25-H of the Industrial Disputes Act, 1947 certainly they would have raised the plea that the retrenched workmen of 1969 would be entitled to preference in view of the stated interchangeability of work of casual workmen. It is not as if Union No. 4 was in dark about Ex. W-58, for, no cross-examination has been directed on behalf of Union

No. 4 in this direction. As I have mentioned earlier side by side from 1971 to 1981, 160 workmen retrenched in 1969 had been given jobs by Management. Therefore the plea now put forward by Union No. 4 that casual workmen in different areas of factories and mining area are interchangeable does not lend itself for easy acceptance.

(22) At no point of time Union No. 4 had claimed or pointed to the Management that the workmen retrenched in 1969 had a superior right even over workmen under contractors. In the present dispute we are only concerned with the limited issue whether consequent on the abolition of contract system from the Management-Company effective from 31-10-1980 whether the workmen who were employed under the contractors are entitled to be absorbed by the Management. From Ex. W-25 dated 1-6-1979 it can be noted that the representation has been made to the Prime Minister of India on 20th November, 1978 probably about irregularity in regard to re-employment of the retrenched persons in the Indian Rare Earths Plant at Manavalakurichi. Ex. W-26 is the action taken by the Assistant Labour Commissioner (Central), Ernakulam. Under Ex. W-26, the Assistant Commissioner of Labour (Central), Ernakulam after verification has pointed out that the re-employment had been made by the Management strictly in accordance with the seniority, the list maintained by them. Apparently the oblique attempt of the workmen under Ex. W-25 and Ex. W-26 was to put forward a superior claim over other casual workmen who have been departmentalised like mining area workers in 1971 and bag section casual workmen in 1975. Union No. 4 has not caused the production of the representation made on 20-11-1978 from 31 retrenched workmen as indicated in Ex. W-25 and Ex. W-26. The probability is that the representation dated 20-11-1978 would not in any way support the present plea now put forward by Union No. 4 to be entitled to a superior claim even over the casual workmen of mining area who were departmentalised in 1971 and the bag section casual workmen who were departmentalised in 1975.

(23) Ex. W-29 is a letter said to be written by Thiru Md. Ismail, M.P. to the Minister of Labour, Government of India on 3-1-1974. It must be read as 3-1-1975. Ex. W-30 is a reply letter received from the Labour Minister dated 13-1-1975. All that can be stated from Ex. W-29 is that the demand was made for the abolition of contract system obtained in the Management-Company at that time. Under Ex. W-30, the Ministry has assured that the matter will be looked into. But the demand under Ex. W-29 cannot be held to be advancing the so-called superior rights of the workmen retrenched in 1969 whose claim is sponsored by Union No. 4. Ex. W-31 is the charter of demands of Union No. 4 to the Management dated 27-7-1977. Miscellaneous demands are listed under Demand No. 7 at page (3) of Ex. W-31. Demand No. 7(g) says that "all substitute workers to be made permanent with retrospective effect and practice of employing contract workers to be stopped and workers to be employed directly by the Company and not through contractors." Therefore it is apparent that the demand of Union No. 4 even in 1977 was that the employment through contract should be stopped and the workers should be directly employed by the Company. Even then there is no scope for countenancing the superior claim of the retrenched workmen in 1969. It should also be remembered that even as the demand in Exs. W-29 and 31 are made side by side the Management were giving jobs to the workmen retrenched in 1969 in the plant area. Not one of the 160 workmen out of the 237 who had been given employment by the Management since 1969 has been examined in support of the position about the theory of interchangeability of work among casual workmen. Strength for this position is sought to be had from the appointment order Ex. M-7 dated 19-1-1981. There is no controversy that in February, 1981 the Management took into employment 12 workmen out of the list Ex. M-4. In as much as the other appointments are also similarly worded the Management has produced Ex. M-7 at the instance of Union No. 4. According to the Personnel Manager of Management-Company M.W. 1 the employment under Ex. M-7 is a fresh employment and not re-employment as Union No. 4 would have it. I am inclined to hold that there is considerable truth in the claim of M.W. 1. In the first place in Ex. M-7 there is no whisper that the workmen are drawn from the list of retrenched workmen in 1969. Moreover, if it was only re-employment under Section 25-H of the Industrial Disputes Act, 1947, certainly the Management has no right to put the incumbent on probation for a period of six months

which will be extended if considered necessary by the Management. It is also significant that Ex. M-7 clearly says that during the probationary period the services are liable to be terminated without notice and without assigning reasons therefor and even after confirmation the services will be terminated at any time by giving one month's notice on either side or one month's salary in lieu of notice. Further more, the appointee has been directed to appear before the Medical Board to ascertain his age. In the circumstances, the terms mentioned in Ex. M-7 would only indicate a fresh employment as put forward by M.W. 1, albeit that the worker is drawn from the 1st Ex. M-4. Thus Ex. M-7 would not support the theory of interchangeability of the work of any casual workmen employed by the Management in the mining area.

(24) As already referred to all along Union No. 4 has been agitating for the abolition of contract labour system and for departmentalisation of those contract labour workmen. From 1969 till about the present controversy Union No. 4 has not specifically raised any demand as such that the workmen retrenched in 1969 have a superior right to be employed under Section 25-H of the Industrial Disputes Act, 1947 even over the claims of casual workmen in the mining area who were departmentalised in 1971 or casual workmen who were departmentalised in bag section of the Management in 1975. It is common ground that on the advice of the Central Advisory Contract Labour Board the contract system of mining and supply of beach sands was abolished by the Management effective from 31-10-1980 but so far the Management did not choose to departmentalise any of those contract workmen. Whereupon, protesting against the refusal of the Management to departmentalise any of the contract labour workman, Union No. 2 commenced a relay hunger strike from 13-11-1980 which was however called off on 6-12-1980 at the mediation of the Assistant Labour Commissioner (Central), Ernakulam. Union No. 1 also held demonstration with effect from 1-11-1980 and had unilaterally withdrew it subsequently. Union No. 2 had moved the Conciliation Officer, namely, Assistant Labour Commissioner (Central), Ernakulam over the present dispute. That was by means of a letter dated 14-11-1980 Union No. 2 claimed to represent Thulasi and 39 other workers who were formerly employed under the contractors of the Management Company. Union Nos. 1 and 3 had also raised the dispute before the Assistant Labour Commissioner (Central), Ernakulam by separate letters dated 9-12-1980. Significantly Union No. 4 did not choose to raise any dispute before the Conciliation Officer. However, reliance is sought to be placed on Ex. W-28 dated 27-11-1980. That was a letter purported to have addressed to the Honourable Minister of Labour, Government of India and also Secretary of Labour, Government of India. However, there was no knowing whether the original of Ex. W-28 had in fact been sent to those persons named therein. This much is certain that even in the detailed Conciliation Failure Report Ex. W-3, no whisper is made to this representation under Ex. W-28. It is only in Ex. W-28 a faint plea is put forward that the workmen retrenched in 1979 should be preferred to be absorbed by the Management in preference to the workmen employed by contractors. Significantly in Ex. W-28 there is no mention that the Management had already given employment to 152 workmen out of the 237 retrenched in 1969 during the years 1971, 1973, 1977, 1978, 1980 and subsequently 1981. The absence of any claim before the Conciliation Officer, accounts for the Conciliation Officer not at all adverting separately to the contentions put forward by Union No. 4. Ex. M-5 is the Muster Roll of the Management Company from 6-1-1969 to 1-2-1969 showing the daily rated casual workers. It may also be noted that this has been produced by the Management at the instance of Union No. 4. Three more such Muster Roll Registers were also produced by the Management at the demand of Union No. 4 but they were not chosen to be exhibited by Union No. 4. Although one of the 237 workmen who was retrenched listed in Ex. M-4 and who was not being so far absorbed has been examined as W.W. 2 and would say that the workmen are liable to work in any part of the plant yet his interested testimony cannot be accepted in the face of clinching documentary evidence, namely Ex. M-5 where the workmen worked in collection of beach sand and raw sand has been mentioned at pages 19, 72, 96, 122, 149, 173, 201, 220, 227, 275, 295, 314, 333 and 353. It is patent that not one of the 237 workers who were retrenched in 1969 from the plant area are found therein. That is proof positive to show that the 237 workmen who had retrenched

in 1969 were casual workmen of the plant area and not casuals working in the mining area. Learned Counsel for Union No. 4 Thiru Chandru also seeks to rely on the stand of the Management before the Assistant Labour Commissioner (Central), Ernakulam as seen from Ex. M-6, record of note of discussions held on 3-12-1980, where the Assistant Labour Commissioner (Central), Ernakulam points out that the Management stated that there is another group of retrenchment workmen who have a legal claim for re-employment as per 25-H of the Industrial Disputes Act, 1947 if and when they go in for fresh employment and the Indian Rare Earths Employees Union have also been agitating for absorption of these workmen. No doubt the apprehension of the Management was understandable because the workmen retrenched in 1969 have a vested right with regard to the plant area. In as much as Union No. 4 is definitely interested in that part of the plant certainly to ignore their claim altogether to secure lasting peace would not be prudent. Thus the stand of the Management before the Conciliation Officer does not support the claim of Union No. 4 to be entitled to be absorbed in the mining area under Section 25-H of the Industrial Disputes Act, 1947. Under these circumstances, I am unable to accept the contention of Union No. 4 that 60 workmen out of 77 workmen who remain unabsorbed out of the retrenched workmen in 1969 by the Management should be directed to be absorbed by the Management consequent on the abolition of contract labour system from 1-11-1980.

(25) Learned counsel for Union No. 4 seeks to derive strength in Section 25-H of the Industrial Disputes Act, 1947 with regard to vacancies arising in casual workmen in any part of the plant of the Management concern and not restricted to the mining area only. Section 25-H of the Industrial Disputes Act, 1947 runs as follows :

"Re-employment of retrenched workmen.—Where any workmen are retrenched, and the employer proposes to take into his employ any persons, he shall, in such manner as may be prescribed, give an opportunity to the retrenched workmen who are citizens of India to offer themselves for re-employment, and such retrenched workmen who offer themselves for re-employment shall have preference over other persons."

According to learned counsel for Union No. 1 Thiru G. Venkatraman in order to claim preference in re-employment under Section 25-H the following four conditions should be satisfied :

- (1) The workmen should have been 'retrenched' prior to re-employment. (This right is not available to a dismissed, discharged or superannuated workman).
- (2) he should be a citizen of India,
- (3) he should offer himself for—re-employment in response to the notice by the employer under Rule 76 of the Industrial Disputes (Central) Rules, 1957, or under any rules framed by a State, (Failure so to offer himself for re-employment as aforesaid, will disentitle a workman to the benefit of this Section).
- (4) he should have been retrenched from the same category of service in the industrial establishment in which the re-employment is proposed."

There cannot be any controversy that the workmen retrenched in 1969 would certainly satisfy conditions (1) to (3). But according to learned counsel for Union No. 1 Thiru G. Venkatraman that he should have been retrenched from the same category of service in the industrial establishment in which the re-employment is proposed and that Section 25-H must be read in the light of Section 25-G of the Industrial Disputes Act, 1947 and Rule 77 and 78 of the Industrial Disputes (Central) Rules, 1957. Rule 77 and 78 of the Industrial Disputes (Central) Rules, 1957 provided for maintenance of seniority list of workmen on categorywise basis and re-employment of retrenched workmen under Rule 78 is also contemplated on category basis and the contention is in as much as the retrenched workers of 1969 were only plant area casual workmen they have nothing to do with the casual workmen in mining area. This is countered by learned counsel for Union No. 4 Thiru Chandru that Section 25F and 25G are totally independent provisions though both of them

deal with the topic of retrenchment of workmen and while Section 25F confers certain special rights such as entitlement to notice and payment of retrenchment compensation on workmen who had been in continuous service for not less than one year, Section 25G is a general provision covering all cases of retrenchment providing to the workmen the minimal safeguard of the observance of the principle of last come first go in the matter of effecting such retrenchment. This view found favour at the hands of Division Bench of the Kerala High Court in a decision reported in F.L.R. 1981 (42) Page 222 (Prabhakaran and others vs. General Manager, K. S. R. T. C. and another). But learned counsel for Union No. 1 points out that Section 25H must be read in the light of Section 25G and Rule 77 and 78 of the Industrial Disputes (Central) Rules, 1957. Rule 77 provides for maintenance of seniority list on categorywise basis and re-employment under Rule 78 is also contemplated on categorywise basis. But for the maintenance of seniority list based on categorisation the question of re-employment cannot arise. Such seniority list is maintained only because of the provision of Section 25G. The seniority list in the present case has been prepared only in accordance with Section 25G of the Industrial Disputes Act, 1947. Therefore, the seniority list prepared under Section 25G cannot be isolated for considering the claim put forward under Section 25H. Harmonious construction has to be attempted between Section 25G and 25H, so that there is no violence to the natural justice of the rule last come first go either in retrenchment or in re-employment. Therefore I am unable to accept the contention of Union No. 4 that ignoring Section 25G read with Rule 77 the retrenched workers are entitled to re-employment under Section 25H of the Industrial Disputes Act, 1947. Rule 77 and 78 of the Industrial Disputes (Central) Rules, 1957 do come into play on the facts of the present case. Learned counsel for Union No. 1 also refers me to a Division Bench Ruling of Patna High Court reported in 1969—L.I.C. Page 1430 (Bihar Sugar Works vs. S. G. Prasad and others), where it is pointed out that the re-employment within the meaning of Section 25H imports the significance of taking back a retrenched workman in the same category to which he belonged. Ex. M-7 on which considerable stress was laid by learned counsel for Union No. 4 Thiru Chandru would not indicate that workman had been re-employed only under Section 25H of the Industrial Disputes Act, 1947 because if the contention of Union No. 4 were to be accepted then Management cannot impose any conditions whatsoever on giving re-employment to the workmen. But in Ex. M-7 it is seen that he is put on probation for six months and this period will be extended if considered necessary by the Company and during the probationary period, his services are liable to be terminated without notice and without assigning reasons therefor. On satisfactory completion of the probationary period, he will be confirmed in the post and after confirmation, his services may be terminated at any time by giving one month's notice on either side or one month's salary in lieu of notice. The age of superannuation is 60. If the contention of Mr. Chandru were to be accepted that even if the workman is past 60, he must be re-employed under Section 25H of the Industrial Disputes Act. It cannot be so absolute some of the group of 77 are said to be dead also. Union No. 4 had agreed to give such a list but did not submit any. These stipulated terms do not indicate that the employment was under Section 25H of the Industrial Disputes Act, 1947. Learned counsel for Union No. 1 Thiru G. Venkatraman also submits that the words "other persons" occurring at the end of Section 25H would include only the erstwhile contract labour. The tenor of the reference made by the Government of India, Ministry of Labour only deals with the consequences of the abolition of contract labour employed by the Management-Company. Therefore there is considerable force in the contention of the learned counsel that "other persons" in Section 25H would not include the persons who were already engaged in the establishment in connection with other work of the establishment. This is yet another circumstance to negative the case of Union No. 4 because admittedly, 237 workmen retrenched in 1969 were from plant area and not mining area and therefore it was that right from 1970 the Management-Company has been honouring the undertaking and from 1970 to 1980 had given jobs to 148 persons out of 237 who are retrenched in 1969. The controversies between the parties sharply arose consequent on the abolition of contract system with effect from 1-11-1980. There were hunger strikes, demonstrations, etc.

followed by conciliation proceedings. The last conciliation proceedings took place on 14-1-1981 when there was no agreement between the parties. Even then, on 19-1-1981 under Ex. M-7 the Management issues the order of appointment to 12 workmen out of the 237 workmen who are retrenched in 1969. The settlement between the Management-Company and Union Nos. 1 and 3 took place on 4-2-1981 under Ex. W-53. The conciliation failure report Ex. W 3 was on 29-1-1981. Despite all these controversies the Management-Company did not fail in its duty to offer employment to 12 of the workmen out of the 237 who are retrenched in 1969. That clinches the issue, namely, that those retrenched workmen were only from plant area and had nothing to do with the mining area over which the present bitter controversy between the parties still persists and remain unresolved. Under these circumstances, I am unable to find out the 60 workmen but of the 77 workmen belonging to Union No. 4 should first be given preference in the matter of departmentalisation of mining area workmen proposed by Management-Company.

(26) That leads me to the consideration of the 2nd group, namely, erstwhile contract labour workmen to be entitled to be absorbed against the 60 posts proposed to be departmentalised by the Management-Company. In the first place, I shall deal with the claim of these workmen as a group be entitled to be absorbed by the Management and if this is answered in the affirmative then which of the 60 workmen out of the workmen sponsored by Union Nos. 1 and 2 have eventually to be directed to be departmentalised by the Management-Company. The first question arises for consideration in view of the claim of Union No. 4 that the contract labour workmen do not have any legal right to claim absorption or preference over employment because it is pointed out that the contract workers do not have any employer employee relationship with the Management and therefore at the best as such the 60 vacancies that had arisen must be held to be available for being claimed only by the workmen who are retrenched in 1969 under Section 25H of the Industrial Disputes Act, 1947. I am unable to accept this position. Here are my reasons: I have in earlier paragraphs supra had pointed out how the workmen represented by Union No. 4 cannot claim to be absorbed in any vacancy arising out of mining area but only in plant area. Apart from that stand, learned counsel for Union No. 4 Thiru Chandru points out that in the absence of an employee employer relationship between the contract labour workmen and the Management, the workmen retrenched in 1969 have to be preferred. Learned counsel also points out that the present decision of the Management to abolish the contract system was not by operation of law (i.e.) not by a notification under Section 10 of Contract Labour (Regulation and Abolition) Act, 1970 (Act 37 of 1970) and hence the workmen of contract labour do not have any legal right as such to claim to be absorbed or preference over employment compared with workmen who would be entitled to be re-employed under Section 25H of the Industrial Disputes Act, 1947.

(27) In this context, the Schedule to the reference made by the Government of India to me for adjudication would throw considerable light as to how the rights between the rival claimants have to be approached. It is common ground that with effect from 1-11-1980, the Management-Company has abolished the contract system of mining and supply of beach sands. A reading of the Schedule to the reference made by the Government of India would clearly indicate that the primary question for adjudication is whether on abolition or contract system by Management-Company, the employer, namely the Management-Company, should be directed to absorb the contract labour employed through contractors under them as direct employees and only if this part of reference is answered in the affirmative the remaining part of the Schedule would have any relevance. Now that the Management-Company has made it perfectly clear that on abolition of contract system of mining and supplying of beach sands effective from 31-10-1980 the Management is prepared to absorb 60 workmen on regular basis and elsewhere I had held that the Management's requirement of 60 just and proper this part of the issue has to be answered to the effect that the Management on abolition of contract system of mining and supply of beach sands should absorb 60 workmen for direct employment for the mining work. Then the next part of the reference follows as to what should be the criteria for such absorption. On this part of the

reference there is not much controversy between Unions and the Management. It stands to common sense and is also lawful and proper that in considering the conditions for absorption the main consideration should be the length of service the workmen had put in under the contractors. Moreover, regard being had to be strenuous and manual nature of work involved in mining area in departmentalising such workmen the age limit of 45 should be imposed as desired by Management. In this context, the stand of Union Nos. 1 and 3 can be gathered from paragraph (18) of the claim statement filed that the Settlement Ex. W-53 dated 4-2-1981 could be very well adopted by his Tribunal in the matter of absorption of contract labour workmen as permanent, workmen under the Management-Company. Although the age of superannuation as per the amended Standing Orders of the Management-Company is 60 the Management is reasonably entitled to maintain that a new entrant under the Company should not exceed 45 years. There is not serious demur either from Union No. 2 or Union No. 4. Therefore the next condition to be satisfied for being absorbed in the department of the Management should be that the aspirant should be below the age of 45 years. It is only reasonable that documentary proof of age should be produced as the workmen are departmentalised, failing which age will be determined in accordance with the procedure laid down in Standing Order Ex. M-11, No. 9 that the age shall be determined by the Company's authorised Medical Officer. Another condition which must be satisfied before the worker can be departmentalised by the Management would be the medical fitness and therefore the workman would be medically examined by the Company's Medical Officers and only such person as certified to be fit would be taken. On summing up my findings are, that on abolition of contract labour system of mining and supplying of beach sands with effect from 31-10-1980 the Management is directed to absorb 60 workmen for direct employment for the mining work and the workmen so departmentalised should be below the age of 45 years, for which documentary proof will have to be placed before the Management by the concerned workmen, failing which the age shall be determined in accordance with procedure laid down in No. 9 of the certified Standing Orders Ex. M-11 and that the workmen will be taken only on medical fitness certificate to be issued by the Company's Medical Officers after medical examination.

(28) The next part of the reference says what should be the number so to be recruited from those previously employed through Manavalakurichi Mineral Co-operative Labour Contract Society and other contractors. In dealing with this portion of the reference, the Government of India has also directed me to examine the claim of retrenched workmen of 1969 to be absorbed on the abolition of contract system demanding preference in employment as per Section 25H of the Industrial Disputes Act, 1947. There are only two sets of contract labour workmen. One set of workmen who claimed to have worked under Manavalakurichi Mineral Co-operative Labour Contract Society are 110 workmen represented by Union No. 1 and the other 40 workmen represented by Union No. 2 which claims that Thulasi and 39 other mining workers had worked under earlier contractors under the Management and put in longer years of service. The 3rd category of workmen claiming to be absorbed consequent on the abolition of contract system of mining and supplying beach sands is the group of 77 workmen who are retrenched by the Company in 1969. In view of the unequivocal terms of the Schedule in as much as the 77 workmen who are retrenched in 1969 were not erstwhile contract labour workmen, the workmen represented by Union No. 4 cannot claim any right as such consequent on the abolition of contract labour system of mining and supply of beach sands by the Management-Company effective from 31-10-1980.

(29) The crucial point that has to be ascertained is whether on the abolition of contract labour under Contract Labour (Regulation and Abolition) Act, 1970 (Act 37 of 1970), the Management is bound in law to absorb the same labour force employed by contractors. As already pointed out Contract Labour (Regulation and Abolition) Act, 1970 (Act 37 of 1970) deals only with regulation and abolition of contract labour. There is no specific provision under the said Act that the Management is bound to absorb the same labour force employed by erstwhile contractors. But then the moot point that remains to be examined is whether on the abolition of contract labour which is admittedly a peace of

social legislature the workmen for whose benefit the contract was abolished would not have any right whatsoever. If such construction were placed, I am afraid it will lead to *reductio ad absurdum* (absurd conclusions). In this context, I may briefly examine the provisions of Contract Labour (Regulation and Abolition) Act, 1970 (Act 37 of 1970). Even assuming that there was no notification under Section 10 of Contract Labour (Regulation and Abolition) Act, 1970 (Act 37 of 1970) yet in the face of the un-impeachable materials placed including Ex. W-51 series—minutes of the meeting of the Central Advisory Contract Labour Board held on 19-8-1980 it is not difficult for me to find that the Management has abolished the contract system of mining and supplying of beach sands only at the insistence of Central Advisory Contract Labour Board's decision made under Contract Labour (Regulation and Abolition) Act, 1970 (Act 37 of 1970). Ex. W-51 series is dated 19-8-1980, the minutes of the meeting of Central Advisory Contract Labour Board. I may refer to the inaugural address of Union Labour Minister which is also reported in the Annexure forming part of Ex. W-51 series. At page (2) paragraph (4) the Honourable Labour Minister has pointed out that "The basic intention of the Contract Labour (Regulation and Abolition) Act and the abolition of the Contract Labour is to eliminate the system of middle men so that labourers get their just wages for their work. It is, therefore, necessary that contract labourers, to the extent possible be absorbed as permanent regular workers, allowed all the facilities given to other workers doing the same type of job and covered by the existing social security schemes." Realising the absence of a specific provision for providing for absorption of some labour force consequent on the abolition of contract labour the Honourable Minister in paragraph (5) also points out that "It is proposed to amend the Act to certain a positive provision to absorb the contract labour where it has been abolished by law." The extracts from the speech of the Central Minister for Labour would amply indicate the purport of the social legislation, namely Contract Labour (Regulation and Abolition) Act, 1970 (Act 37 of 1970). Moreover, even apart from the speech of the Honourable Minister for Labour if the several provisions of Contract Labour (Regulation and Abolition) Act, 1970 (Act 37 of 1970) are examined closely, it can be easily concluded that the purport and intent of the legislature is to secure regular employment, wages and other benefits to contract labour on par with the regular workmen of the employer. The statements and objects and reasons of the enactments clearly envisage that the aim of the Parliament is to abolish contract system and wherever it is not possible, to regulate the service conditions of contract labour. The definition of contract labour, contractor, establishment, workmen and other terms in Section (2) gives an inkling to the class of persons for whom the benefits the Contract Labour (Regulation and Abolition) Act, 1970 (Act 37 of 1970) is intended to be applied. Therefore there is considerable force in the submission that on the abolition of contract system the contract labour are entitled to be absorbed on regular basis and sandwiched with all social security benefits. It cannot be imagined that while the workmen under contractors are entitled to reasonable safeguards, rights and privileges, on abolition of that contract as such those workmen would not be entitled to any right whatsoever. This is what has happened in the present case also, because admittedly as on 31-10-1980 certain workmen were working under contract from the Management in mining and supplying of beach sands and therefore to hold that on the abolition of the contract system from 1-11-1980 all those workmen should become not only un-employed but would not be entitled to any rights whatsoever does not commend itself for easy acceptance. When the workmen were employed under the contractors, the contractors were regulated under Section 12 and 13 of the Contract Labour (Regulation and Abolition) Act, 1970 (Act 37 of 1970) as also Rules 21, 25, 27 and 29. Rule 25 provides for grant of holidays, hours of work and other conditions of service. Section 16 provides for canteen facilities. Section 17 provides for rest room for contract labour and Section 18 provides for supply of drinking water for the contract labour at convenient places and sufficient number of latrines of prescribed type. The above Act also compels the contractor to provide fair wages and other facilities and a duty is imposed on the principal employer to see that the contract labour are paid proper wages and admitted to the benefits envisaged under the Contract Labour (Regulation and Abolition) Act, 1970 (Act 37 of 1970). On behalf of Union No. 1 reliance is also placed on the decision of the Supreme Court reported in 1960—II-1 I.J. Page 233

at 239 (Standard Vacuum Refining Company of India Ltd. vs. their workmen and another), where the Supreme Court upheld the award of the Tribunal which directed that preference should be given to workmen employed by the contractor and held the contract labour are entitled to be departmentalised on the abolition of contract labour system. Again reliance is also placed on a later decision of the Supreme Court reported in 1978 L.L.C. Page 1264 (Hussainbhai vs. The Aluth Factory Tezhilali Union and others). It was a case where the contractor's employees were terminated from service, the Supreme Court held that the real employer was the principal employer and upheld the award of the Industrial Tribunal, reinstating the workmen the so called contract labour. The Supreme Court also points out that "if the livelihood of the workmen substantially depends on the labour rendered to produce goods and services for the benefits and satisfaction of an enterprise, the absence of direct relationship or the presence of dubious intermediaries or the make believe trappings of detachment from the Management cannot snap the real-life bond. The story may vary but the inference defies ingenuity. The liability cannot be shaken off." I learned counsel for Union No. 1 Thiru G. Venkatesan rightly points out if this be the considered view of the Supreme Court in case of non-employment of contract labour, a fortiori consequent upon the abolition of contract system the erstwhile contract labour cannot be thrown out, but must be absorbed as regular workmen. Otherwise the purport and the intent of Contract Labour (Regulation and Abolition) Act, 1970 (Act 37 of 1970) would be frustrated and the beneficial social enactment rendered nugatory. In 1957—II-L.L.J. Page 490 [Prakash Cotton Mills (Private) Limited vs. State of Bombay] the Bombay High Court has pointed out as follows :

"No Labour legislation, no social legislation can be considered by a court without applying the principles of social justice in interpreting the provisions of these laws. Social justice is an objective which is embodied and enshrined in our constitution...."

It would indeed be startling for anyone to suggest that the Court should shut its eyes to social justice and consider and interpret a law as if our country had not pledged itself to bringing about social justice."

In an earlier decision reported in 1963—II-L.L.J. Page 436 at 444 (J. K. Cotton Spinning and Weaving Mills Company Ltd. vs. Labour Appellate Tribunal of India and others), the Supreme Court has also repelled the contention that considerations of social justice are irrelevant and untenable in dealing with Industrial Disputes. Again the decision in (1979) 4 SCC Page 93 at 99 (Manohar Nathurao Samarth vs. Marotrao) (Krishna Iyer, J.) the Supreme Court has pointed out that "the policy oriented understanding of a legal provision which does not do violence to the text or the context gains preference as against a narrow reading of the words used. Indeed this approach is a version of plain meaning, rule and has judicial sanction." On an anxious and careful consideration of the several submissions and position of law I am inclined to hold that consequent on the abolition of contract system of mining and supplying of beach sands, only workmen who were working under erstwhile contractors should be given preference in the matter of absorption or departmentalisation by the Management-Company. In the view I take, Union No. 4 cannot claim that the workmen who are retrenched in 1969 should be absorbed by the Management consequent on the abolition of the contract labour system relating to mining and supplying of beach sands with effect from 31-10-1980.

(30) That leaves us in the field of beach the two remaining Unions, namely, Union Nos. 1 and 2. Union No. 1 sponsors the cause of 110 contract labour workmen while Union No. 2 professes to espouse the claim of Thulasi M.W. 5 and 39 others. By and large, there is no controversy that the 110 workmen of Union No. 1 and the 40 workmen of Union No. 2 have at one time or other worked in the mining area under different contractors from the Management-Company. Presently I shall deal with their respective claims to the total service put in by the workmen under contractors of the Management-Company for mining and supplying of beach sands irrespective of the Unions to which they belonged. First I shall deal with the workmen whose cause is sponsored

by Union No. 2. Union No. 2 filed claim statement before this Tribunal on 14-5-1982 after Union Nos. 1, 3 and 4 had filed their statements before this Tribunal. In the opening paragraph of this claim statement of Union No. 2 it is stated that "the Union represented the cause of Thulasi and 39 other mining workers who have been employed by the Indian Rare Earths Limited, Manavalakurichi (Management-Company) through various contractors." The next paragraph also reads that "the workers represented by the above Union have been doing mining under successive contractors. They have been put in large service than others who are seeking preferential employment now." (Possibly it refers to the claim of Union No. 1). Thulasi has also been examined as W.W. 5. Unfortunately, even though Thulasi has been examined as W.W. 5 on behalf of Union No. 2, he does not refer to the 39 others referred to in the claim statement of Union No. 2 as having worked along with Thulasi. Therefore from the evidence of W.W. 5 who are the other 39 workmen represented by Union No. 2 cannot be spelt out. On the other hand, it should also be remembered that W.W. 5 has been examined after W.W. 4 has been examined who would however say that he had employed Thulasi and 39 workmen under him in his contract. He would also say that while he worked the contract he had maintained attendance register for the workers employed by him. One such register is Ex. W-32 for the period from January, 1975 to March, 1976. No doubt W.W. 5 Thulasi appears as one of the workmen employed by W.W. 4. But even in the presence of Ex. W-32 Thulasi who was examined subsequently did not choose to identify the 39 other co-workers who had worked with him. W.W. 4 in chief examination would say that he had employed Thulasi and 39 others in the contract which he claimed to have taken from the Company from 1974 to 1976. But in Ex. W-32, in January, 1975 he seems to have employed 48 workmen including Thulasi W.W. 5. In February, 1975, 48 workmen are employed; in March 57 workmen; in April 57; in May 57; in June 56; in July 57; in August 57; in September 50; in October 52; in November 46; in December 45; and in January 1976, 45; in February 1976, 45; and in March 1976, 57. Therefore even from this register Ex. W-32 it is not possible to name or identify or even localise the 39 other workmen apart from Thulasi W.W. 5. As a matter of fact at the time of arguments by Union No. 2 I had put a pointed question to learned counsel for Union No. 2 Thiru Selvaraj to tell the Court as to who the 39 other workmen are apart from W.W. 5 whose cause is championed by Union No. 2. He was unable to help me nor could he even collect them from Ex. W-32. On the other hand, learned counsel for Union No. 2 Thiru Selvaraj contended that even the Management in their counter statement page (8) have understood Thulasi and 39 others who are members of Union No. 2. If that stand has to be accepted or adopted then the 40 contract workers were engaged by contractor Thiru C. Rathinaswamy for the several days as mentioned in that paragraph. In any view even from the stand of the Management that Thulasi and 39 others were working it is impossible to conclude with any certainty who the other 39 workmen are apart from Thulasi who has been examined as W.W. 5. The case of Union No. 2 should also be remembered, in that these workmen were employed from 1970 to 1977. Even for argument if it is presumed that it was so even then it is not possible to hold in the absence of any evidence that the same 40 workmen had worked under different contractors of the Management from 1970 to 1977. The reference made by the Government of India specifically enjoins this Tribunal to adjudicate on the number of workmen to be required from Manavalakurichi Mineral Co-operative Labour Contractor Society represented by Union No. 1 and other contractors under which category the workmen of Union No. 2 would come. If the Tribunal were to simply or merely mention the number of workmen from each of these contractors to be absorbed by the Management this Tribunal would not only abdicate its functions but would certainly add confusion or at any rate there will be endless quarrel as to who those 39 mythical beings are. It is only just, fair and equitable that this Tribunal has to name or identify the workmen if any who should be eventually directed to be absorbed by the Management. The number of workmen referred to in the issue only denotes the named number from particular group in case more than one group is finally preferred. As far as 77 workmen whose cause is sponsored by Union No. 4 is concerned, there is absolutely no controversy as they are found in Ex. M-4 prepared in 1969 itself. For, in Ex. M-4 not only the names but also the ticket

numbers of the workmen employed by Management-Company had been mentioned. Union No. 1 on the other hand has named and identified all the 110 workmen from Exs. M-3, W-69, W-77 and W-79. Of the 110 workmen details relating to the 60 workmen who had been offered to the Management by Union No. 1 consequent upon the Settlement entered into under Ex. W-53 are culled out from Exs. M-3, W-42, W-55, W-69, W-71, W-72, W-73, W-74 and W-80. Thus out of the total 40 workmen whose cause is championed by Union No. 2, only one has named and identified, namely Thulasi who has also been examined as W.W. 5 and the remaining 39 workmen still remain unclear or unidentified even till date.

(31) However, I shall examine the total number of service put in by Thulasi W. W. 5. Before I proposed further, I may advert to the plea taken up in a general manner in the claim statement filed by Union No. 2. In the claim statement filed before this Tribunal on 14-5-1982 it is just stated that the Union represented the cause of Thulasi and 39 other mining workers who had been employed by M/s. Indian Rare Earths Limited, Manavalakurichi through various contractors. It is also said that the workers represented by the above Union have been doing mining under successive contractors and that they have put in large service than others who are seeking preferential employment now. Significantly, in the original claim statement there is no whisper from which year Thulasi and 39 other mining workers were employed and who those various successive contractors till 1976 had not been disclosed. On the other hand, it is clearly stated in the claim statement that in 1977 they were working under Thiru Rathinaswamy Contractor. Therefore in the absence of other materials, it can be taken that the case of Union No. 2 is that Thulasi and 39 other mining workers were employed, only from 1977 onwards. The Management in their counter statement filed on 20th May, 1982 at page (8) had clearly admitted the claim of Union No. 2 that Thulasi and 39 others were engaged by Contractor Thiru C. Rathinaswamy only. But they would point out that the contract entrusted to Rathinaswamy was only on ad hoc basis of additional work and was not available throughout the year and it was not a perennial work like the regular mining work. Moreover, the Management has clearly mentioned that these 40 workers, namely Thulasi and 39 others had worked from April, 1976 till March, 1977 for several days as detailed at bottom of page (8) and top of page (9) of the counter statement filed by the Management. Even Thulasi W. W. 5 admits that he was employed under Contractor Rathinaswamy from 1976 to 1977 which only goes to confirm Management's stand that Thulasi worked only from April, 1976 to March, 1977 on an additional contract taken by contractor Rathinaswamy. After the Management filed the counter statement on 20-5-1982, the Union No. 2 filed a reply statement ostensibly meant to meet the points raised by Management and other Unions. It was only at this stage in challenging the contention of the Management that these 40 workmen were working under contractor Rathinaswamy only for a short while Union No. 2 in paragraph (5) of the reply statement would say that the workmen of this Union were employed under different contractors from 1970. Therefore there is a considerable force in the submission of the Management that the case now put forward by Union No. 2 is clearly an after thought. However, I shall also examine the present case of Union No. 2 that Thulasi W. W. 5 and 39 unnamed others were employed under various contractors from 1970 till 1977. While in the original claim statement, neither the name of various contractors nor their period of contract had been mentioned, in paragraph (5) of the reply statement filed by Union No. 2, three other contractors and their period of contract from 1970 had been mentioned. On the strength of this reply statement, the parties went into enquiry. The President of Union No. 2 has been examined as W. W. 6 on 10-8-1981. It was only in cross-examination this witness would say that Thiru Srikanthan Nair mentioned at paragraph (5) of the reply statement of Union No. 2 is incorrect and it should read as Prabhakaran Nair. It is surprising to note that even in the chief examination, no explanation has been offered by W. W. 6 as to how this mistake has occurred, more so when this fact has not been averred even in the original claim statement filed by Union No. 1. I had already referred to the fact that the Management has admitted that at page (8) of the counter statement that these 40 contract workers represented by Union No. 2 were engaged by contractor Rathinaswamy for the period from April, 1976 till March, 1977 for those days mentioned in

that paragraph W. W. 4 claims to have taken a contract from the Management-Company from 1974 till 1976 and he would also say that he had employed Thulasi W. W. 5 and 39 others under him during this contract. I had already an occasion to refer to the Attendance Register Ex. W-32 maintained by him. Apart from W. W. 5 the other 39 workmen had not been identified by him or W. W. 5. In cross-examination, he would have us believe that he was never given a copy of the agreement executed by him with the Management. However, he has admitted that pursuant to the concluded contract, work order had been issued to him by the Management. He admits that he has not produced the work order. If the work order had been produced it would decisively disclose the nature of the contract taken by him. He also says that he had obtained a licence from the Assistant Commissioner of Labour (Central) to employ workmen to execute the contract taken by him from the Management-Company. Frankly admits that licence is with him in his house. He has not produced it before this Tribunal. But the licence would disclose the number of workmen employed by him and the nature of the work to be done by him. Of course he has denied the suggestion that the contract taken by him was only for a particular limited work. Therefore in the absence of available documentary materials to show the nature of the contract taken by him and the period of contract and the number of workmen employed, the oral evidence of W. W. 4 is not entitled to much weight more so as he has not even been summoned to appear and give evidence before this Tribunal. W. W. 5 would say that from 1972 to 1974 he was employed by Chelliah contractor under the Management. W. W. 5 has frankly admitted that he does not know if the contract given to contractor Appadurai W. W. 4 was not on regular basis relating to the collection of sand on the beach. From Ex. W-32, it is possible to say that the contract taken by Appadurai W. W. 4 for collection of sand and supply of raw sand only on ad hoc basis because the number of working days in January, 1975 for 48 workmen was only 2, 3 or 5 days in a month. The position improved in February, 1975 and March, 1975 and maintained in April, 1975. There was a decrease in May, 1975; increase in June, 1975; increase in July, 1975; decrease in August, 1975; decrease in September, 1975; increase in October, 1975; decrease in November, 1975; increase in December, 1975. Contractor Rathinaswamy is said to be alive as also Chelliah contractor, but these persons have not been summoned or examined. W. W. 3 claims to be a Mistry under Prabhakaran Nair in 1970. He would say that he would have been supervising 40 workers under him. According to him he not only worked as Mistry under Prabhakaran Nair from 1970 to 1972, but also worked as Mistry under contractor Chelliah from 1972 to 1974 and the same 40 workmen were employed by him. Even contractor Prabhakaran Nair is alive but he has not been examined. W. W. 3 has admitted that there is nothing in writing to show that he had acted as Mistry under Prabhakaran Nair and under Chelliah contractor. He admits that contractor Chelliah had taken two other contractors from the Management, one such was to construct some building. Of course he denies the suggestion that he and others were working in that connection under contractor Chelliah. Exs. W-34 and W-35 are letters produced by Union No. 2. Ex. W-35 is dated 4-7-1977. Although Ex. W-34 is undated it is certain that it must have come into existence after 16-4-1977 when Union No. 2 deposited a sum of Rs 3,000 with the Management-Company as earnest money deposit. Under Ex. W-35; the grievance to the Management was that although the tender had been submitted on 15-4-1977 and the earnest money deposited on 16-4-1977, the Management has not so far issued any work order to the Society. In paragraph (3) of Ex. W-34 it is stated that during the last three years about 42 workers were working under contractor in the mining area. Therefore according to this stand, 42 workers must have worked under the contractor from 1974 onwards. That would not support the case of Union No. 2 that Thulasi and 39 others were working under various contractors of the Management from 1970 till 1977. On an analysis of the evidence of W. W. 3 to W. W. 6 in the light of the other documentary materials I am unable to find that Thulasi W. W. 5 and 39 others were in continuous employment as contract workers of the Management from 1970 upto 1977. In the circumstances, I am unable to find out with any element of certainty the actual service of W.W. 5 under any of the contractors from the Mana-

gement-Company. So I am to accept the case of Management that Thulasi and 39 others were engaged under contractor Rathinaswamy from April, 1976 to March, 1977 for the days mentioned at page (8) of the counter statement filed by the Management-Company. Therefore, I am unable to accept the case of Union No. 2 that 40 workmen represented by the aforesaid Union must be directed to be departmentalised by the Management-Company consequent on the abolition of contract labour system of mining and supply of beach sands.

(32) Finally I shall advert to the claim of Union No. 1 that out of 110 contract labour workmen represented by this Union the 60 of them should be departmentalised by the Management-Company. But in order to be departmentalised by the Management-Company as I have earlier held the workmen have to fulfil the following conditions : (i) below the age of 45 years for which documentary proof should be placed before the Management by the concerned workmen, failing which the age shall be determined in accordance with the procedure laid down in No. 9 of the certified Standing Orders Ex. M-11 and (ii) that the workmen who are certified medically fit by the Medical Officers of the Company on medical examination shall be taken. Granting that these 110 workmen would satisfy the criteria set by me above for being departmentalised in the Management-Company the foremost consideration that has to be examined is about the length of service put in by these 110 workmen. As far as the identification of these 110 workmen is concerned, learned counsel for Union Nos. 1 and 3 Thiru G. Venkatraman has also submitted as part of his arguments identifying the 110 workmen whose cause is championed by these two Unions. Therefore, there is no difficulty to find who these 110 workmen are who stake their claim to be departmentalised under the Management-Company consequent on the abolition of contract labour system of mining and supply of beach sands in the Management-Company with effect from 1-11-1980.

(33) But it still remains to be considered as how long these 110 workmen were employed under different contractors who had taken contract from the Management-Company for mining and supply of beach sands. W.W. 7 to W.W. 10 in varying degrees speak to the service of these workmen under different contractors during different periods. No doubt their oral testimony would naturally be interested in the same manner as the testimony of W.W. 3 to W.W. 6 examined by Union No. 2. However, at the present juncture even eschewing out of consideration the oral testimony of W.W. 7 to W.W. 10 I shall examine it from other circumstances or materials it can be held that these 110 workmen or any of them were employed as workmen in the contract work of the Company relating to mining and supply of beach sands. Ex. W-69 is Wage Register-cum-Muster Roll in Form XVIII under the Contract Labour (Regulation & Abolition) Act, 1970 (Act 37 of 1970) maintained by contractor David W.W. 8 for the period from 15-9-1976 to 2-4-1977 and Exs. W-71, W-72, W-73 and W-74 are similar Wage-cum-Muster Roll Registers, respectively for the periods from 4-4-1977 to 22-9-1978; 23-9-1978 to 30-6-1979; 2-7-1979 to 2-8-1980 and 27-10-1980 to 31-10-1980 and 4-8-1980 to 25-10-1980). From these five exhibits it can be found that 60 workmen whose names had been furnished by Union No. 1 to Management and who had been medically examined—vide Ex. M-3 series all these workmen had actually worked under this contractor from 15-9-1976 upto 31-10-1980 when the contract system was abolished. Therefore it can be held that these 60 workmen had without controversy worked under the contractors during the period from 15-9-1976 upto 31-10-1980 some of them having been employed without a break whatsoever, thus putting in about 4 years and few months. It should also be remembered that when these workmen were employed to do the contract work the 40 workmen represented by Union No. 2 did not do the main contract work. It is possible that Thulasi W.W. 5 and 39 others might have worked for the period from April 1976 to March, 1977 as set out at page (8) and (9) of the counter statement filed by the Management-Company. It transpires in evidence that apart from the main contract, the Management-Company also gives contract to do additional collec-

tion of beach sands during some periods of the year. Therefore it is not unlikely that Thulasi and 39 others were employed under such contractors. The case of the Management and Union No. 1 and Union No. 3 is also fortified from the document produced by Union No. 2, namely Ex. W-32. That was the register of contractor Appadurai who has also been examined as W.W. 4. A perusal of this register would indicate that the work carried out by the persons mentioned in Ex. W-32 under contractor Appadurai did not work throughout the month but for days ranging from 2 to 25. In the light of Ex. W-32 it is possible that Thulasi and 39 other workers were engaged by contractor Rathinaswamy in the additional work of collection of sea washing, during monsoon seasons as indicated in pages (8) and (9) of the counter statement filed by the Management-Company. Therefore there cannot be any controversy whatsoever about the service put in by the 60 workmen listed in Ex. M-3 as can be gathered from Exs. W-69, W-71 to W-74. With regard to the remaining 50 workers also, their services find ample support from Exs. W-69, W-77 and W-79. As I had already pointed out learned counsel for Union Nos. 1 and 3 had submitted as part of his arguments the list showing these 110 workmen and their respective services even from the unimpeachable documents Exs. W-69, W-71 to W-74, W-77 and W-79. Exs. W-75 to W-79 indicate disbursement of wages made to the contract labour who are engaged besides the number of 60 contract labour. Ex. W-80 is the Employees Provident Fund Register of Manavalakurichi Minerals Co-operative Labour Contract Society Limited. From this register, it can be easily found that 60 of these workmen are admitted to provident fund benefits from 1978 onwards. That Register goes upto the date of abolition of contract system, namely, 31-10-80. Ex. W-85 series, 60 in number, show the Provident Fund Annual Statement of accounts of the workers of the Manavalakurichi Minerals Co-operative Labour Contract Society for the year ending 31-3-1980. Therefore in the face of Ex. W-80 and Ex. W-85 these 60 workmen were working under the Manavalakurichi Minerals Co-operative Labour Contract Society Limited with effect from 15-9-1976. Therefore I have no hesitation to find that the 110 workmen whose cause is espoused by Union Nos. 1 and 3 have been working under contract taken from the Management-Company without dispute at any rate from 15-9-1976 upto the date of abolition of contract system on 31-10-1980. Naturally, all the 60 workmen would not have put in the same length of service, but this can be easily checked up from the Wage-cum-Master Roll Registers Exs. W-69, W-71 to W-74 as also W-77 and W-79. On the totality of the materials placed, I am convinced that as contract labour workmen the 110 workmen represented by Union No. 1 have put in service over and above the professed claim of W.W. 5 and unnamed and unidentified 39 others.

(34) I may also advert to the oral evidence placed by Union No. 1. Ex. W-49 is a petition filed by Union No. 1 before the Chairman, Central Advisory Board for abolition of contract labour and the absorption of the workers as regular and permanent workmen by the Management dated 21-7-1980. No doubt, that application mentions 110 workers engaged in the mining operation under the contract system. It is stated therein that these contract workmen had been doing the work for the last 20 years continuously. In paragraph (5) of the claim statement filed by Union Nos. 1 and 3 before this Tribunal at page (4) it has been stated "actually these 110 workmen were working as contract labourers continuously more than 15 years." This statement of the Union has been filed by the Union before this Tribunal on 6-5-82. Ex. W-5 is an affidavit filed by the Secretary of Union No. 1 before High Court on 16-2-1981. At page (1) paragraph (2) of Ex. W-5 it is stated "The said contract employees were working as such for about 12 years." Criticism is made that in the light of these conflicting and contradictory stand of Union No. 1 before three different forums no weight whatsoever can be attached to the claim put forward by Union Nos. 1 and 3. The President of Union No. 1 was examined as W.W. 7. When he was confronted with these variations and was asked to state how these three figures can be reconciled, he has answered that because some of the workmen were there even 1965 onwards and some of them have joined later accounts for the variation between 12, 15 and 20 years. The explanation of this witness is perfectly understandable. Moreover, he has also frankly admitted that out of the 110 workmen, it is possible that some of them might have put in just one year of service because they might have joined in last. In this regard I may also refer to the evidence of

W.W.8. Admittedly he is the one of the 237 retrenched workmen from the Company. He is Serial No. 349 in Ex. M-4. It should also be remembered that he and four others, viz. Kochumani, Madusoodan Pillai, Chinnai Nadar and Muthiah who were retrenched along with him in 1969 subsequently became the workmen in the mining area and are now included in the group of 110 workmen represented by Union No. 1. W.W.8 would say that he became a casual workman under the Management-Company in 1967 and he was retrenched in 1969. His token number in the Management-Company is 349. This is also found support in Ex. W-2 of Union No. 4 where he has been shown as Serial No. 73. Under column (8) of Ex. W-2 it can be noted that the first appointment of David was 10-11-1965 and the total years of service that he had put in three years and six months upto 31-5-1969. According to him he and other four workmen who were retrenched in 1969 became workmen under contractor Prabhakaran Nair from 1969 to 1973. His claim is that contractor Prabhakaran Nair utilised his services as Maistry. He would profess to have been employed as a Maistry under contractor Prabhakaran Nair. W.W.8 further says that he and 59 others were employed by contractor Chelliah from 1973 to 1976. He claims to have worked under Chelliah contractor also as Maistry and he denies that W.W.3 Mohan has worked as a Maistry under Chelliah contractor or that W.W.5 Thulasi and others had worked at any time either under contractor Prabhakaran Nair or under Chelliah contractor. W.W.3 in cross admits that he does not know the various registers maintained by the contractors. It transpires in evidence that the contract of Chelliah came to an end in 1976, probably on 31-3-1976. W.W.8 says that there was some dispute with contractor Chelliah relating to the wages due to him and others and after the intervention of Union No. 1, contractor Chelliah was eventually obliged to pay the amounts lawfully due to them. He says that he and 59 others had sent a memorandum to the Company on 29-7-1976 under Ex. W-60. It is also certain that even in 1976, W.W.8 and 59 others had been identified in Ex. W-60. But Ex. W-60 does not contain the 4th sheet page No. 4. At the time of arguments, the Management-Company has produced the full Memorandum received at Bombay Office of the Management-Company and that has been received in the Bombay Office by the Management-Company on 3-8-1976, which contain all 60 signatories. Ex. W-61 is the tender quoted by W.W.8. He had also deposited Rs. 10,000 with the Management. Ex. W-62 is the communication of the Management-Company. He had worked the contract from 15-9-1976 upto 7-5-1977 in his name. Even in Ex. W-63 W.W.8 has requested the Deputy Registrar of Co-operative Societies, Thuckalay to form a labour co-operative society of the workmen. Ex. W-64 is also another letter from W.W.8 to the Assistant Labour Commissioner, Cochin informing him about the contract taken on behalf of all workmen and the intention to form a co-operative society and requesting that exemption from obtaining licence may be granted for short-while making it clear that immediately on formation of the society, formal application would be made for grant of licence in the name of Co-operative Society in the prescribed form. Ex. W-65 is the Registration Certificate of the Manavalakurichi Minerals Cooperative Labour Contract Society Limited. Ex. W-66 is the transfer of contract from W.W.8 to the Society consequent on the formation of Manavalakurichi Minerals Co-operative Labour Contract Society Limited No. K.V. 5, Manavalakurichi. Ex. W-67 is the licence granted to the Manavalakurichi Minerals Co-operative Labour Contract Society Limited on 18-7-1977 which was valid upto 17-7-1978 which was again renewed in 1978, 1979 and 1980 as can be seen from Ex. W-67. Ex. W-68 is also another explanation submitted by the Society to the Assistant Labour Commissioner, Ernakulam explaining the circumstance, under which licence could not be taken. Therefore there is convincing materials to support the case put forward by W.W.8 that he and 59 others were earlier working under contractor Chelliah from 1973 to 1976 and under Contractor Prabhakaran Nair from 1969 to 1973. It appears in evidence that towards the end of contract with Chelliah there was some dispute between contractor and his workmen with regard to payment of wages due to the workmen. Whereupon Union No. 1 at the request of W.W.8 and others had intervened and prevailed upon the Labour Department officials to direct contractor Chelliah to pay the amounts lawfully due to the workmen. In the circumstances it is not unreasonable or improbable that W.W.8 and 59 others thought it better to take the contract direct from the Management and work is out. No doubt it will take some time to work out the modalities of obtaining

contract from the Management and therefore it was that W.W.8 in his own name took the contract of the work of the other 59 workers also with the only object of forming a co-operative society which was subsequently formed and the contract was transferred to the Society.

(35) At this stage I may also examine the claim of Thulasi W.W.5 who have joined Thuckalay Labour Contract Co-operative Society in 1977 which Society took out a tender which was the lowest and yet the work was not entrusted to it. He would say that the Society had deposited Rs. 3000 with the Management as earnest money towards the tender. The President of Union No. 2 W.W.6 would say that all the workmen employed under contractor Rathinaswamy joined Thuckalay Labour Contract Co-operative Society in 1977. Apparently, contractor Rathinaswamy was black listed. Therefore the Thuckalay Labour Contract Co-operative Society made bid to obtain the work of contract from the Management-Company and appears to have deposited Rs. 3000 on 16-4-77. Ex. W-33 is the reply received by W.W.6 to his representation to Assistant Labour Commissioner (Central), Linakulam over the phone on 18-7-1977. In Ex. W-33, the Assistant Labour Commissioner (Central) has pointed out that the Management does not require this work under the present circumstances. This also confirms the stand of the Management that what was entrusted to contractor Rathinaswamy and which contract was sought to be taken by Thuckalay Labour Contract Co-operative Society subsequently on the deposit of Rs. 3,000 on 16-4-1977 related only to additional work that the Management sometimes required to be entrusted to the contractors. That also explains the fact that for additional contract the earnest money deposit was Rs. 3,000 as in the case of Rathinaswamy, whereas in the main contract taken by W.W.8 the earnest money deposit was Rs. 10,000. Significantly after Ex. W-33 was received by W.W.6, Union No. 2 has not at all taken any steps to challenge in any forum the contract entrusted by the Management with W.W.8 and 59 others. Therefore it is reasonable to hold that the workmen represented by Union No. 2 had absolutely no interest in the main contract which was entrusted to David and 59 others and earlier to contractors Chelliah and Prabhakaran Nair. Ex. W-37 is copy of letter addressed to the Honourable Prime Minister of India by W.W.6 on 25-8-1977. The subject of the communication is abolition of contract system in Indian Rare Earths Limited, Manavalakurichi and allotment of the mining work to the mining workers through the Co-operative Society. Under Ex. W-37, W.W.6 would say "A section of minimum work had been done by the Indian Rare Earth Ltd., Manavalakurichi through contractors." Probably, the phraseology adopted or employed by W.W.6 refers only to the additional contract taken by the successive contractors. However Ex. W-37 does not refer to Thulasi W.W.5 and 39 others. On the other hand it is simply stated that 4 mining workers had been doing this mining work under successive contractors for the last six years. The last contractor is also mentioned as Rathinaswamy and therefore it is obvious that the workmen whose cause is championed by this Union were working only under successive contractors who are taken additional contract work of mining area for a particular period or seasons. In Ex. W-37, it is further pointed out that "if the work is not given to Thuckalay Society, 42 workers, who had been doing the same work for the last six years will be thrown out of employment." From Ex. W-37 it can be concluded that the 42 workmen had worked only from 1971 onwards and not from 1970 as has been put forward by Union No. 2 only in their reply statement before this Tribunal. No doubt, it is also mentioned in Ex. W-37 that if the work is not given to this Society, these 42 workers who were working in the mining area in Indian Rare Earths Limited, Manavalakurichi during the last six years under successive contractors should be employed by the Company directly. Even from this solemn document addressed to the Honourable Prime Minister of India, none can identify those 42 workmen on whose behalf that representations have been made. W.W.5 and 39 other workmen claimed to be workers of Thuckalay Labour Contract Co-operative Society and therefore there must be conclusive evidence to indicate who are those 42 workers referred to in Ex. W-37. No attempt has been whose cause is said to have been espoused by Union No. 2 before this Tribunal. As I had already referred to apart from

not resorting to any forum for redress Union No. 2 did not even move its little finger before the Central Advisory Contract Labour Board taking up the cause of workmen to direct the Management to abolish contract system and to absorb them directly. I have already pointed out that Contract Labour (Regulation & Abolition) Act, 1970 (Act 37 of 1970) came into force on 10th February, 1971—vide Notification No. G.S.R. 190, dated 1st February, 1971 published in the Gazette of India, Extraordinary Part II, Section 3(i), dated 10th February, 1971 on page 173. If Union No. 2 had believed in the truth of the claim of these 40 workmen they would have certainly made claim before that Central Advisory Contract Labour Board. After Ex. W-37, Union No. 2 did not at all bother about the interest of those workmen. No doubt, eventually when contract labour system was abolished by the Management effective from 1-11-1980 then Union No. 2 was spurred to action by resorting to relay hunger strike from 13-11-1980 upto 6-12-1980 and then it was called off at the advice of the Assistant Labour Commissioner (Central), Ernakulam. From the Conciliation Failure Report Ex. W-3, it can be gathered that Union No. 2 raised the dispute before the Assistant Labour Commissioner (Central) Ernakulam by means of a letter dated 14-11-1980. The copy of the said letter has not been placed before this Tribunal to ascertain the nature of claim put forward at the earliest point of time. However, this much is certain that from August, 1977 for about three years, neither Union No. 2 nor W.W.5 Thulasi or those 39 workers said to have worked under him had taken any steps whatsoever to assert their semblance of right to be employed by the Management-Company until contract system was eventually abolished by the Management effective from 1-11-1980. The long inaction on the part of Union No. 2 would go to a considerable extent to discountenance the claim now put forward by Union No. 2 professedly on behalf of Thulasi W.W.5 and 39 unnamed others. Exs. W-38 and W-39 are respectively dated 27-11-1980 and 18-2-1981. Not much value can be attached to these representations because the contract system had been abolished by the Management-Company effective from 1-11-1980 itself. On an anxious and careful consideration of the entire evidence oral and documentary, I find that as against the 60 posts offered by Management-Company those posts must be given only to the 60 out of the 110 workmen sponsored by Union No. 1 and found eligible to be absorbed by the Management in the light of the criteria pointed out by me in management choosing those 60 workmen. Neither the 40 workmen said to be represented by Union No. 2 or the 77 workmen represented by union No. 4 are entitled to claim any of the 60 vacancies of the management-Company to be departmentalised. It is for the Management-Company to eventually determine the 60 workmen to be absorbed out of the 110 workmen represented by Union No. 1. Of course subject to the medical fitness and the age, the Management has to follow strictly the total service as the basis among these 110 workmen (not ignoring last come first go). Moreover, the requirement that the worker should be below 45 years, would be reckoned as on 1-11-1980 from which date the contract labour system of mining and supply of beach sands was abolished by the Management. With regard to the group of 77 plant workers who are casuals retrenched in plant the Management-Company should continue to take them in vacancies which must have already arisen from February, 1981 and should not suspend the employment of these workmen until the present 60 workmen are absorbed by the Management. I am constrained to make this specific direction, in view of plausible stand that may be adopted by the Management-Company on the basis of clause (6) of Ex. W-52 that vacancies arising in the normal course will not be filled up until those workmen (60 in number) absorbed in the regular strength of the Management Company.

(36) In the result, an Award is passed on the following lines.

(i) The employers of M/s. Indian Rare Earths Limited Manavalakurichi, namely, the Management-Company should absorb the 60 workmen employed through contractors as direct employees on the abolition of the contract system with effect from 1-11-1980.

(ii) The criteria for such absorption being.

(a) that the workmen so to be absorbed should be below the age of 45 years as on 1-11-1980;

(b) workmen should produce documentary proof of his age before the workmen are departmentalised failing which the age will be determined in accordance

with the procedure laid down in Standing Order No. 9 of the Management-Company's Certified Standing Orders Ex. M-11, and

(c) the workmen so to be absorbed must be certified to be medically fit on being medically examined by the Company's Medical Officers.

(iii) The Management should recruit 60 workmen out of the 110 workmen lastly employed through Manavalakurichi Mineral Co-operative Labour Contract Society and not workmen under any other contractor or contractors.

(iv) The workmen of the Company retrenched in 1969 are not justified in demanding preference in employment as per Section 25H of the Industrial Disputes Act, 1947 while the Management proposes to take in their employment 60 workmen on abolition of the contract labour system.

(v) The Management-Company can proceed to take workmen retrenched in 1969 against plant area workers against the vacancies that would have arisen after February, 1981 without waiting for the absorption of the 60 erstwhile contract labour workmen under the present Award.

(vi) The 60 workmen so ordered to be absorbed by the Management-Company as a result of this Award would not be entitled to any monetary benefit from 1-11-1980 till the date of their actual absorption. However, the period from 1-11-1980 till the date of actual absorption by the Management-Company will in future count for their services under the Management-Company.

(vii) In the peculiar circumstances, I direct all the parties to bear their respective costs.

Dated, this 22nd day of September, 1982.

T. SUDARSANAM DANIELL, Presiding Officer
INDUSTRIAL TRIBUNAL

WITNESSES EXAMINED

For workmen :

For Union 4.

W.W.1—Thiru K. I. Rajan.

W.W.2—Thiru S. Narayana Nadar.

For Union 2.

W.W.3—Thiru R. Mohan.

W.W.4— „ S Appaduran

W.W.5— „ M. Thulasi.

W.W.6— „ J. James

For Union 1.

W.W.7—Thiru G. Philip.

W.W.8— „ D. David.

W.W.9— „ N. Sahadevan.

For Union 3.

W.W.10—Thiru T. Thankaraj.

For Management :

M.W.1—Thiru N. S. Nair, Personnel Manager.

DOCUMENTS MARKED

For workmen :

Ex. W-1/27-5-69—Notice of the Management stating that it is not possible to provide employment to casual employees.

Ex. W-2—Statement showing the details of compensation paid to the retrenched employees during 1969-70—Not yet departmentalised.

Ex. W-3/29-1-81—Conciliation failure report.

Ex. W-4/28-1-81—Letter from Thiru G. Ramannjam of INTUC to the Union Minister for Labour regarding absorption of contract workmen.

Ex. W-5/16-2-81—Affidavit of Thiru N. Narayanan Pillai in W.M.P. No. 1388/81 in W.P.No.81/81.

Ex. W-6/23-3-81—Counter affidavit of Thiru N. Narayana Pillai in W.P. No. 1162/81.

Ex. W-7/24-11-81—Common affidavit of Thiru Narayana Pillai in W.P. Nos. 81/81, 1162/81, 1257/81 and 6128/81.

- Ex. W-8/24-11-81—Common affidavit of Thiru Yesu Selvaraj in W.I. Nos. 1162/81, 1257/81 and 6128/81.
- Ex. W-9/18-11-81—Common counter affidavit of Management in W.P. Nos. 81/81, 1162/81, 1257/81 and 6128/81.
- Ex. W-10/-11-81—Counter affidavit of the Management in C.M.P. No. 13205/81 in W.A. No. 513/81.
- Ex. W-11/24-2-81—High Court's Order in W.M.P. Nos. 100 and 1388/81 in W.P. No. 81/81.
- Ex. W-12/25-3-81—High Court's order in W.M.P. Nos. 1785 and 2109/81 in W.P. Nos. 1257/81 and W.M.P. No. 1644/81 in W.P. No. 1162/81.
- Ex. W-13/4-11-81—High Court's order in W.A. Nos. 128 and 192/81.
- Ex. W-14/26-11-81—High Court's order in C.M.P. Nos. 13205 and 13207/81 in W.A. Nos. 513 and 514/81.
- Ex. W-15/26-4-82—High Court's Judgement in W.A. 513 and 514/81.
- Ex. W-16/3-6-68—Strike notice issued by the Indian Rare Earths Employees' Union, Manavalakurichi.
- Ex. W-17/24-8-68—Letter from the Management to the Assistant Labour Commissioner (Central), Ernakulam regarding employment of employees engaged by Hopkins and Williams (Trav.) Ltd. or Travancore Minerals Ltd.
- Ex. W-18/30-8-68—Conciliation failure report.
- Ex. W-19/10-9-68—Letter from the Government of India acknowledging receipt of conciliation report.
- Ex. W-20/24-3-69—Government's Order declining to refer the demands regarding permanency of workmen and abolition of contract system for adjudication.
- Ex. W-21/23-9-70—High Court's order in W.P. No. 1640/69.
- Ex. W-22/19-1-74—Charter of demands of Union 4.
- Ex. W-23/-12-81—Common counter affidavit of Thiru G. Philip in C.M.P. in W.A. No. 513/81.
- Ex. W-24/24-11-81—High Court's Order in W.P. Nos. 81, 1162, 1257 and 6128/81.
- Ex. W-25/1-6-79—Letter from the Central Government to Thiru S. Raghavan Pillai and others regarding re-instatement of workers in service.
- Ex. W-26/23-5-79—Letter from the Assistant Labour Commissioner (Central), Ernakulam to Thiru S. Raghavan Pillai regarding re-instatement of retrenched workers.
- Ex. W-27/3-2-80—Record not of discussion held before the Assistant Labour Commissioner (C), Ernakulam in the matter of hunger strike by Union-2.
- Ex. W-28/27-11-80—Letter from Union-4 to the Labour Minister and the Labour Department requesting for employment to the workmen.
- Ex. W-29/3-1-75—Letter from Thiru Md. Ismail, M.P. to the Minister for Labour, Government of India.
- Ex. W-30/13-1-75—Reply letter from the Minister for Labour, Government of India, to Ex. W-29.
- Ex. W-31/27-7-77—Charter of demands of Union-4 to the Management.
- Ex. W-32—Muster roll of workers working under W-4 for the period from January, 1975 to March, 1976.
- Ex. W-33—Letter from the Assistant Labour Commissioner (Central), Cochin to W.W.6 regarding awarding of contract to the Thuckalay Labour Contract Co-operative Society.
- Ex. W-34—Letter from the Thuckalay Labour Contract Co-operative Society Ltd., to the Management at Bombay requesting to direct the Works Manager to allow the members of the above Society to execute the work.
- Ex. W-35/4-7-77—Letter from the Thuckalay Labour Contract Co-operative Society Ltd., to the Management at Manavalakurichi requesting that the above Society may be allotted the contract work.
- Ex. W-36/17-11-80—Representation of W.W.6 to the Prime Minister and other authorities requesting to direct the Management to give employment to Thulasi and 39 contract workers.
- Ex. W-37/25-8-77—Representation of W.W.6 to the Prime Minister requesting to direct the Management to entrust the contract work to his society or employ 42 workers for the mining work.
- Ex. W-38/27-11-80—Letter from Thiru Era Sezhian, M.P. to the Chairman, Contract Labour Abolition Consultative Committee, New Delhi.
- Ex. W-39/18-2-81—Letter from Thiru Era Sezhian, M.P. to the Minister for Labour and Planning, New Delhi.
- Ex. W-40/28-7-64—Letter from the Labour Inspector (Central), Trivandrum to the Labour Contract Society, Thuckalay and 2 others, requesting to produce wage registers, muster rolls, etc., of workers.
- Ex. W-41/6-8-82—Letter from the Deputy Commissioner of Labour, Tirunelveli to Thiru Yega Pushpadars, returning Wage Register.
- Ex. W-42 series 21-4-76—Annual return for the year 1975 of Union No. 1.
- Ex. W-43/30-6-79—Letter from the Prime Minister of India to Dr. M. J. Moses, M.P.
- Ex. W-44/6-3-79—Letter from Dr. M. Moses, M.P. to the Prime Minister of India.
- Ex. W-45/24-7-79—Letter from the Government to Union No. 1 regarding introduction of mechanical mining at Manavalakurichi.
- Ex. W-46/8-8-79—Letter from Union No. 1 to the Government regarding introduction of mechanical mining at Manavalakurichi.
- Ex. W-47/2-10-79—Letter from Union No. 1 to the Regional Labour Commissioner (C), Madras to Ex. W-47.
- Ex. W-48/4-2-80—Reply letter from the Regional Labour Commissioner (C), Madras to Ex. W-47.
- Ex. W-49/21-7-80—Petition by Union No. 1 before the Chairman, Central Advisory Board for abolition of contract labour and absorption of the workers as regular and permanent workmen by the Management.
- Ex. W-50/11-8-80—Letter from the Central Advisory Contract Labour Board to Union No. 1 requesting to participate in the 13th meeting.
- Ex. W-51-series—Minutes of the Meeting of the Central Advisory Contract Labour Board held on 19-8-80.
- Ex. W-52/9-12-80—Letter from Union No. 1 to the Assistant Labour Commissioner (C), Ernakulam regarding employment of contract workers.
- Ex. W-53/4-2-81—Memorandum of settlement u/s 18(1) of the I.D. Act, 1947 between the Management and their workmen represented by Unions 1 and 3.
- Ex. W-54—Bye-laws of Union No. 1.
- Ex. W-55—Minutes Book of Union No. 1.
- Ex. W-56/6-5-78—Memorandum of settlement u/s 12(3) of the I.D. Act, 1947 between parties.
- Ex. W-57/27-1-75—Memorandum of settlement u/s 12(3) of the I.D. Act, 1947 between the Management and their workmen represented by Unions 1, 3 and 4.
- Ex. W-58/9-12-75—Memorandum of settlement between the Management and Unions 1 and 3.
- Ex. W-59/6-10-81—Letter from the Deputy Commissioner of Labour, Tirunelveli to Union No. 1 stating that Union No. 2 has been cancelled by the Deputy Labour Commissioner, Madurai.

- Ex. W-60/29-7-76—Memorandum submitted by W.W.8 and others to the Managing Director of the Company for awarding contract.
- Ex. W-61/30-7-76—Tender applications submitted by W.W.8 to the Management.
- Ex. W-62/16-8-76—Letter from the Management awarding contract to W.W.8.
- Ex. W-63/22-9-76—Letter from W.W.8 to the Deputy Registrar of Co-operative Societies, Thuckalay regarding formation of Labour Co-operative Society.
- Ex. W-64/12-10-76—Letter from W.W.8 to the Assistant Labour Commissioner, Cochin requesting for exemption from obtaining the licence.
- Ex. W-65/31-3-77—Registration certificate of the Manavalakurichi Minerals Co-operative Labour Contract Society Limited.
- Ex. W-66/27-4-77—Agreement transferring the contract work to the Manavalakurichi Mineral, Co-operative Labour Contract Society Limited.
- Ex. W-68/18-7-77—Licence granted to Manavalakurichi Minerals Co-operative Labour Contract Society Limited.
- Ex. W-68/2-5-77—Letter from the Manavalakurichi Minerals Co-operative Labour Contract Society Ltd., to the Assistant Labour Commissioner, Cochin furnishing some information for grant of licence.
- Ex. W-69—Register of wages-cum-muster roll for the period from 15-9-76 to 2-4-77 maintained by W.W.8.
- Ex. W-70/17-6-78—Letter from the Manavalakurichi Minerals Co-operative Labour Contract Society Ltd., to the Licensing Officer for renewal of licence.
- Ex. W-71—Register of wages cum-muster roll of the Manavalakurichi Minerals Co-operative Labour Contract Society Ltd., for the period from 4-4-77 to 22-9-78.
- Ex. W-72— —do— for the period from 23-9-78 to 30-6-79.
- Ex. W-73— —do— for the period from 2-7-79 to 2-8-80.
- Ex. W-74— —do— for the period from 27-10-80 to 31-10-80 and 4-8-80 to 25-10-80
- Ex. W-75— —do— for the period from 2-1-78 to 10-6-78.
- Ex. W-76— —do— for the period from 12-6-78 to 22-9-78.
- Ex. W-77— —do— for the period from 23-9-78 to 26-5-79.
- Ex. W-78— —do— for the period from 28-5-79 to 10-5-80.
- Ex. W-79— —do— for the period from 12-5-80 to 31-10-80. (Pages 1 to 85 in Ex. W-74)
- Ex. W-80—Employees Provident Fund Register of the Manavalakurichi Minerals Co-operative Labour Contract Society Limited.
- Ex. W-81—Tender Form for the work of mining and collection of raw sand.
- Ex. W-82/13-9-78—Management's letter awarding the contract work to the Manavalakurichi Co-operative Labour Contract Society Limited.
- Ex. W-83/21-9-78—Tender agreement between the Management and the Manavalakurichi Minerals Co-operative Labour Contract Society Limited.

Ex. W-84/10-9-80—Letter from the Management to the Manavalakurichi Minerals Co-operative Labour Contract Society Ltd., extending the contract work upon 31-10-80.

Ex. W-85 series (60 Nos.)—Provident Fund Annual statement of accounts of the workers of the Manavalakurichi Minerals Labour Contract Society for the year ending 31-3-1980.

For Management

- Ex. M-1/26-5-69—Memorandum of settlement between the Management and the workmen represented by Union-4.
- Ex. M-2/18-7-68—Memorandum of settlement u/s 12(3) of the I.D. Act, 1947 between the Management and the workmen represented by Unions 1, 2 and 3.
- Ex. M-3 series (59 Nos.)—Medical reports of the workmen. (Produced at the instance of Union-2).
- Ex. M-4/27-5-69—Notice of retrenchment of employees.
- Ex. M-5—Muster roll from 26-1-69 to 1-2-69 of the daily rated casual workers (Register) (Produced at the instance of Union-4).
- Ex. M-6/3-12-80—Record note of discussions held before the Assistant Labour Commissioner (C), Ernakulam in the matter of hunger strike by Union No. 2
- Ex. M-7/19-1-81—Appointment order of Thiru M. Ayyappan Pillai (produced at the instance of Union-4).
- Ex. M-8/28-8-74—Letter from the Government to the Management for conferring recognition on Union No. 1.
- Ex. M-9/2-2-81—Letter from the Deputy Chief Labour Commissioner (C), New Delhi to the Management regarding absorption of contract labour.
- Ex. M-10/17-1-81—Letter from the Management to the Assistant Labour Commissioner (C), M. Ernakulam regarding abolition of contract labour system and absorption of workers.
- Ex. M-11—Standing Orders for workmen of the Management.

Note : Documents marked for each Unions :—

For Union No. 4 : Exs. W-1 to W-22, W-25 to W-31

For Union No. 2 : Exs. W-23, W-32 to W-41.

For Unions 1 and 3 : Exs. W-24, W-42 series to W-85 series.

KANWAR RAJINDER SINGH, Under Secy.

[L-43012(1)/81-D.III(B)]

T. SUDARSANAM DANIEL, Presiding Officer

New Delhi, the 11th October, 1982

S.O. 3640.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the management of Messrs Western Coalfields Limited, Kanhan Area and their workmen, which was received by the Central Government on the 6th October, 1982.

BEFORE JUSTICE SHRI S. R. VYAS (RETD.) PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

CASE NO. CGIT/IC(R)/27/1982

Parties :

Employers in relation to the management of M/s. Western Coalfields Limited, Kanhan Area in relation to their Sukai Colliery and their workman, Shri Asgar Khan represented through the Koyala Mazdoor Panchayat (HMS) Post Office, Tunnardco, District Chhindwara (M.P.).

APPEARANCES:

For workman—Shri G. N. Shah, Union Representative.

For management—Shri P. S. Nait, Advocate.

INDUSTRY: Coal. DISTRICT: Chhindwara (M.P.)

AWARD

Dated, September 1982

The Government of India in the Ministry of Labour vide its Notification No. L-22012(1)/82-D.IV(B) dated 31-3-1982 has referred the following dispute to this Tribunal for adjudication:—

“Whether the action of the management of Western Coalfields Limited, Kannan Area in relation their Sukri Colliery in retiring Sri Asgar Khan S/o Hassan Khan, Fitter with effect from 20-10-1980 is justified? If not, to what relief is the workman entitled?”

2. Briefly stated the facts giving rise to this reference are these: Shri Asgar Khan, hereinafter referred to as the workman, was employed as a Mechanical Fitter in the Sukri Colliery of the Western Coalfields Limited. As per letter Ex. W/1 dated 23-4-1980 issued by the Colliery Manager the workman was informed that as from the colliery records he had completed the age of 60 years he will be liable for retirement. The workman was accordingly notified that his services will stand terminated from May 23, 1980 and in the meanwhile he was advised to get his service record finalised for the determination of his dues. The workman vide his application Ex. M/5 dated 17-5-1980 represented that he had not completed the age of 60 years; that he was producing documentary evidence to show that the date of his birth as recorded in the management's records was not correct and that he was not liable for retirement. The colliery Manager thereafter vide Ex. M/4 dated 17-9-1980 informed him that according to the colliery records, he had completed the age of 60 years and he was liable for retirement. He was again given one month's notice and intimated that his services shall stand terminated from October 20, 1980. The colliery management thereafter terminated the services of the workman on the ground that according to the colliery records he had completed the age of 60 years and was therefore liable for retirement.

3. In his statement of claim the workman has contended that two retirement orders have been passed against him, neither of which is a valid order; that the workman had produced documentary evidence (which shall be considered later) to prove that he had not completed the 60 years of age; that the management has failed to give due weight to the documentary evidence produced by the workman, that there is no provision either in law or in any rule having the force of law, whereby the workman can be retired on completing the 60 years of age, that the action of the management in terminating his service without proper compliance of the provisions of the Industrial Disputes Act, hereinafter referred to as the Act, was illegal; and that the workman is entitled to be reinstated with all benefits of back wages etc.

4. As regards the liability of the workman for retirement after completing the age of 60 years it is alleged by the management that the employees of the coal mines by mutual consent, practice and convention retire after completing the age of 60 years; that the working in the coal mining is a hazardous work and for that reason provision has been made for retirement after completing the particular age and that the workman was retired according to the rules in force.

5. The statement of the management in their rejoinder is that though the workman initially was retired as per letter dated 3-4-1980 (Ex. W/1) but because of an application from the workman compliance of that letter was held in abeyance, that when the management came to the conclusion that the workman's date of birth was 1-7-1920 then he was liable for retirement; that for these reasons another notice was served and the workman was retired from 20-10-1980; that the documents produced by the workman in support of his claim for the date of birth were not reliable and that the workman was liable for retirement. No rejoinder was filed on behalf of the workman.

6. On the aforesaid pleadings of the parties the following issues were framed:—

ISSUES

(1) Whether the management of the Sukri Colliery, W.C. Ltd. was justified in retiring the workman, Shri Asgar Khan on 20-10-80 on the ground that he had already completed 60 years of age on that date?

(2) To what relief are the parties entitled to? Findings on the aforesaid issues are:—

7. My findings on the aforesaid issues are:—

(1) The management has proved that on 20-10-1980 the workman, Shri Asgar Khan, had completed the age of 60 years.

(2) In spite of the fact that the workman had completed the age of 60 years he was not liable for retirement.

(3) The workman is entitled to be reinstated with all benefits of back wages etc.

8. The first question that arises for consideration is as to what is the date of birth of the workman. So far as the colliery records are concerned it is not disputed by the workman that in the Form B Register maintained under the Mines Act his date of birth has been recorded as 1-7-1920. The workman was an employee of the Amalgamated Pench Valley, Eklehra Colliery, prior to the nationalisation. Subsequent to the nationalisation of the coal mines he became an employee of the Western Coalfields Limited. Ex. M/2 is a service record in which the date of birth has been shown as 1-7-1920. Ex. M/1 is a letter from the Provident Fund Commissioner, Jabalpur, in which Provident Fund Commissioner from his record has certified the date of birth of the workman as 1-7-1920. This is all the evidence on which the management relies for its contention that as the date of birth of the workman is 1-7-1920 he had on the date of his retirement (20-10-1980) completed the age of 60 years. As against this evidence, the workman relies on Ex. W/2. This is a certified copy of the Kotwari Book of Village Pattan, Tahsil Multai, District Betul, according to which one son was born to Hasan Pinjara on 6-9-1925. Ex. W/3 is an Affidavit attested by the Executive Magistrate in which the workman has stated on oath that according to the Kotwari Book his date of birth is 6-9-1925. The last document relied upon by the workman is Ex. W/4—a Certificate from the Civil Surgeon, Chhindwara in which the Civil Surgeon certified on November 12, 1980 that in his opinion the age of the workman, Shri Asghar Khan is about 55 years.

9. I have considered the evidence given by both the parties. In my opinion, the evidence given by the management is more reliable and conclusive as compared to the evidence given by the workman.

10. It is not denied that the workman is a pre-nationalisation employee of the Amalgamated Pench Valley, Eklehra Colliery. In the service record the date of birth has been shown as 1-7-1920. According to the records of the Provident Fund Commissioner, Jabalpur, the date of birth of the workman, Shri Asghar Khan, is also 1-7-1920. There is no reason to believe that in the colliery in which the workman was initially employed i.e. the Amalgamated Pench Valley Eklehra Colliery a false entry regarding the date of birth of the workman would be made by the management of the Colliery. In the Provident Fund Commissioner's records also 1-7-1920 is recorded as the date of birth of the workman. Ordinarily unless the workman is able to prove that his previous employer and the Provident Fund Commissioner also made false entries in their official records till then it will have to be said that these records do contain genuine entries.

11. The workman has contended that no sooner he received the first notice of retirement he made an application Ex. M/5 and produced a Certificate Ex. W/2, an Affidavit Ex. W/3 and the Civil Surgeon's Certificate Ex. W/4 which conclusively establish that the date of birth recorded in the Mines record is not correct and consequently his retirement on the basis of these records is also invalid.

12. No reliance can be placed on Ex. W/2 as it is not shown under what provisions of law this Kotwari Book was maintained. Moreover all that can be read from the certificate is that one Hasan Pinjara of Village Pattan is said to have given a birth to a son on 6-9-1925. Some evidence should have been given that Hasan Pinjara is the same person as the father of the workman and that the entry Ex. W/2 relates to the birth of the workman only and not to the birth of any other child of Hasan Pinjara. If some person residing in the village had been examined who could throw light on the question of the number of issues born to Shri Pinjara as also the identity of the workman that he is the same child whose birth has been recorded in Ex. W/2. In my opinion, therefore, no reliance can be placed on such a certificate.

13. Ex. W/3 is an Affidavit sworn by the workman himself. The statement made by the applicant is in his own favour. It is dated 12-5-1980 and was made after the first notice Ex. W/1 dated 23-4-1980 was served on him. Any statement made by a person in his own favour after the dispute has arisen has no evidentially value and therefore is of no assistance to the workman.

14. The last document relied upon by the workman is Ex. W/4, a certificate of the Civil Surgeon, Chhindwara. This certificate also in my opinion, does not help the workman. The certificate remains unproved as the Civil Surgeon has not been examined in this case. The certificate is not a speaking certificate in as much as it does not give the reasons for the conclusion recorded therein. Lastly, all that is stated in that certificate is that the person by name, Ashgar Khan, examined by him on 12-11-1980 i.e. after the workman's retirement, appeared to be about the age of 55 years. Such a certificate which gives an approximate age of a person examined by the Doctor cannot be treated as conclusive of the precise age of the workman.

15. Having thus considered the evidence given by both the parties I find that the evidence given by the management which comes from a reliable source, has to be accepted in preference to the evidence given by the workman. I accordingly hold that as the workman was born on 1-7-1920 he had crossed the age of 60 years on 20-10-1980 when he was retired from the colliery services.

16. Having come to the conclusion that the workman had completed 60 years of age on the date of retirement, the next important question is as to whether the workman was liable to be retired and his services were liable to be terminated on this ground only.

17. The management has not tendered in evidence as to what were the terms of employment of the workman either when he was an employee of the pre-nationalised coal mines or as an employee of the present colliery. Shri R. K. Singh (M.W.1) in his statement stated that there are departmental circulars according to which a workman in the mines retires on completing the age of 60 years. No departmental circular has either been produced or proved. In his cross-examination he admits that the colliery's Standing Orders do not provide for the retirement of the workman on his attaining the age of 60 years. No other witness has been examined by the management. It thus becomes clear that so far as the management's evidence is concerned there is no light thrown on the terms of the employment of the workman. Evidently therefore it has to be inferred that according to the terms of the employment of the workman there was no stipulation for his retirement on completing the age of 60 years.

18. It is admitted by Shri R. K. Singh (M.W.1) that so far as the Standing Orders of the Colliery are concerned no provision has been made for the workman's retirement on his completing the age of 60 years. Thus in the absence of any evidence regarding the terms of employment and in other provisions having the force of law permitting retirement of a workman on his completing the age of 60 years the consequential question that arise for adjudication is as to what is the effect of such an absence on the termination of the services of the workman in this case.

19. The question raised in this case is no doubt an important question. In the ordinary sense when a person enters in service it is presumed that he will cease to be in service on attaining a particular age. Thus retirement is a consequence of entering into the service in the ordinary circumstances. But the question of retirement is governed either by the terms of some agreement between the parties or by any provision of law or rule having the force of law. Since in the instant case, there is no evidence that in terms of employment and provision of law or rule having the force of law the workman's retirement on attaining the age of 60 years must be held as unjustified.

20. The word "retrenchment" has been defined in Sec.2(oo) of the I.D. Act as under:—

"retrenchment" means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include—

- (a) voluntary retirement of the workman, or
- (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or
- (c) termination of the service of a workman on the ground of continued ill-health."

It is not the case of the management that the workman had sought voluntary retirement. It is also not the case of the management that the workman's services were terminated on the ground of continued ill-health. The retirement contemplated by Clause (b) of the aforesaid Section provides that workman can be retired on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf. If the termination of the services does not fall either in Clause (a) or Clause (b) or Clause (c) of Sec. 2(oo) of the Act then it has to be concluded that the workman has been retrenched. The words "termination by the employer of the services of a workman for any reason whatsoever (emphasis supplied) are of such wide implication as to cover every case of termination of service unless the termination falls within any of the three clauses viz. (a), (b) & (c) of Sec. 2(oo) of the Act. As already stated above, for a case to come under Sub-clause (b) of Sec. 2, two things are necessary:—

- (a) There must be stipulation on the point of retirement in the contract of employment between the employer and the employee; and
- (b) stipulation must be with regard to the age of superannuation.

In the instant case, as already stated above, there is not an iota of evidence regarding the contract of employment. The Standing Orders of the Company do not provide for the retirement of a workman on attaining the age of 60 years. If there had been some provision made in the Standing Orders it could be argued that it is a contract of employment between the management and the workman. M.W. 1, Shri Singh, has stated that there are departmental circulars according to which a workman retires on attaining the age of 60 years. Under what provisions of law these circulars were issued and what is their legal effect could have been considered only if the departmental circulars had been made available before the Tribunal. Since the Circulars have not been produced the only inference is that either there are no circulars or that if they had been produced they would not have supported the claim of the management.

21. In the instant case, it must therefore, for the aforesaid reasons, be held that the termination of the services of the workman, Shri Ashgar Khan was not justified. If we again look to the provisions of Sec.2(oo) of the Act then it will have to be concluded that the workman had been retrenched without proper compliance of the other provisions of the Act. He has not been paid any retrenchment compensation there was no notice served under Sec. 9A of the

Act and the other requirements of the Act have not been followed. Consequently, the management must be held to have terminated the services of the workman without any valid and legal ground.

22. Issue No. 2.—In the light of the findings given above on Issue No. 1, it has to be held that the workman is entitled to be reinstated and is also entitled to all his back wages and other service benefits from the date of his services were terminated by the management.

ORDER

Accordingly for the reasons given above, the following award is passed :—

"The termination of the services of the workman, Shri Asgar Khan, by the management of the Sukri Colliery of the Western Coalfields Limited was not justified in law. The workman should be reinstated and shall be paid all his back wages with all consequential benefits from the date of the termination of his services."

In the circumstances of the case both parties are directed to bear their own costs as incurred.

S. R. VYAS, Presiding Officer.

[No. L-22012(1)/82-D.IV(B)]

New Delhi, the 11th October, 1982

S.O. 3641.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Bombay, in the industrial dispute between the employers in relation to the management of Messrs Western Coalfields Limited, Wardha Valley Area, and their workman, which was received by the Central Government on the 5th October, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY.

PRESENT:

Shri M. A. Deshpande,—Presiding Officer.

Reference No. CGIT-2/32 of 1980

PARTIES:

Employers in relation to the Management of Western Coalfields Ltd., Wardha Valley Area.

AND

Their Workman Shri K. Parvej, Ex-Stenographer.

APPEARANCES:

For the Employers.—Shri L. S. Singh, Advocate.

For the Workman.—Shri K. Parvej, (workman in person)

Industry: Coal Fields State: Maharashtra

Bombay, the 14th September, 1982

AWARD

By their order No. L-18012(2)/76-D-III(B)/D-IV(B) dated 11-10-1977 the following dispute has been referred to for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 :—

"Whether the action of the management of Western Coalfields Ltd. in terminating the services of Shri K. Parvej, Stenographer, Western Coalfields Ltd., Wardha Valley Area with effect from 21st December, 1975 is justified? If not, to what relief is the concerned workman entitled?"

By letter of appointment dated 11-5-1976 Shri Parvej was appointed as Stenographer on probation for a period of six

months. The letter of appointment spoke that should his service be found satisfactory during the probationary period he would be confirmed on the said post, otherwise his probation period may be extended or his services may be terminated.

It was made specific under all circumstances he would be confirmed in the post in writing and that during the probationary period his services are liable to be terminated from either side without notice or compensation in lieu thereof and without assigning any reason. It was also provided that if all those terms and conditions are accepted to the Stenographer he may sign the duplicate copy of the order and accordingly Shri Parvej endorsed "I, hereby, accept the above terms and conditions." Since the period of probation according to the workman expired on 14-11-1975 by his letter dated 29-11-1975 he requested the Area General Manager of Western Coalfields Ltd., (A Government of India Undertaking) to issue a formal letter of confirmation in this regard. However by letter dated 16/21-12-1975 the services of the Stenographer were terminated with effect from 22-12-1975.

3. The contention of the Stenographer is that after 14-11-1975 that is on completion of probationary period he automatically stood confirm and that the order of termination dated 21-12-1975 to be effective from 22-12-1975 was illegal, against law and violated the principles of natural justice. It is contended that though one month's notice or month's salary was essential which has not been complied with and as such the termination is bad, illegal, biased and an act of motivated victimisation out of personal grudge.

4. The management filed written statement Ex. 3/M referring to the clause of letter of appointment and contended that since there was not to be any automatic confirmation the probationary period stood extended and as such under the terms of appointment the services could be terminated without assigning any reason.

5. At Ex. 4/M there is a rejoinder against the claim statement filed by the Stenographer in which the management contended that the Stenographer was repeatedly given warning for his inefficient and unsatisfactory service and since he refused to type as per instructions given by the superior officer. There is a reference to the various complaints referred by different authorities and it is reiterated that since the action of the management was under the terms of service and within their competency and also the action taken by them is bonafide the employee is not entitled to any relief.

6. On the strength of these pleadings the following issues arise for decision and my findings thereon are:—

ISSUES:

FINDINGS:

- (1) What was the nature of Shri K. Parvej's service whether temporary employee or whose probationary period shall be deemed to be extended?

Continued to be probationary.

- (2) Whether the services of Parvej was validly terminated?

Yes

- (3) If the termination was not justified to what relief the employee is entitled?

Does not arise.

REASONS

7. It is already seen that the very letter of appointment the terms and conditions which were acceptable to Shri Parvej, had made it specifically clear that initially the period of probation shall be for six months and in case the

services were found satisfactory he would be confirmed, otherwise the probationary period may be extended or the services may be terminated. He was also given to understand that in no case the confirmation would be without an order in writing and further during the probationary period the services are liable to be terminated by either side without notice or compensation and without assigning any reason. Since these terms were acceptable to the Stenographer and since he joined the service on accepting the same, this letter of appointment shall govern the terms and conditions of service and only question determinable would be on 21-12-1975 when the services were terminated from 22-12-1975 whether the status of the stenographer was that of a probationer or something else. That there was no order of confirmation is an admitted fact. Now the necessity of such formal letter of confirmation was also felt by the Stenographer as is evident from his letter of 29-11-1975 when he had requested the management to issue such a letter since the period of probation expired on 14-11-1975. However the record speaks that no such letter was issued till 21-12-1975 and the services themselves stood terminated.

8. In *Estrella Batteries Ltd., Bombay Vs State of Uttar Pradesh* 1979, LAB.L.C. 669 relying on a Supreme Court decision reported in AIR 1964 SC 806 (then Lordship of Allahabad High Court held that the status of a probationer continues to be the same and the mere fact that the services of a probationer are not terminated or there is no order extending his probation does not amount to an automatic confirmation. The ratio in the said case is applicable to the facts of the present one and since the order of appointment itself made it clear that unless confirmed in writing there would be no confirmation and that the period of probation was liable to be extended, the contention of Shri Parvez that on expiry of the period of six months his services stood automatically confirmed can never be accepted.

9. Parties have adduced oral evidence, on behalf of the workman there being the evidence of Shri Parvez at Ex. WW-1 while the management examining Shri M. V. Bijapurkar, who was at the relevant time serving as Area General Manager at Chandrapur where Shri Parvez was posted (MW-1), Shri S. M. S. Bhatnagar, then serving as Staff Officer Administration (MW-20) and Shri C. H. Chavan, Staff Officer (Civil) Chandrapur (MW-3). The evidence of these witnesses, especially by the management has been adduced leading support to the orders at Ex. 9M to 14M, with an intention to establish the unsatisfactory nature of the work of the Stenographer who it is contended that even he refused to obey the orders of superiors and who it seems being under the impression that he was the Personal Assistant to the Area General Manager refused to take dictation from other officers when in fact as stated by Shri Bijapurkar the Stenographer was placed in a pool. All these records go to indicate that being under wrong notion Shri Parvez flouted the orders of superior officers and was always behind the work schedule. Although this was the case and when the Area General Manager was dissatisfied with the work of the Stenographer, ultimate order of termination would not amount to an order of punishment. Dissatisfaction might be the motive but the order itself was passed in exercise of the terms of employment. In *Dr. T. C. Pillai Vs. The Indian Institute of Technology*, 1971(1) LLJ, page 530 the Lordships of the Supreme Court held that it is well settled that a probationer or a temporary servant can be discharged if it is found that he is not suitable for the post which he is holding. It was further held that suitability does not depend merely on the excellence or proficiency in work for confirming a person who is on probation. A particular attitude or tendency displayed by an employee can well influence the decision of the confirming authority while judging his suitability or fitness for confirmation. It was further held that dissatisfaction with the conduct of appointee might have been the motive but that could not make the order punitive in character.

10. If the ratio of above mentioned case is applied to the facts of the present one it is evident that Shri Parvez cannot have any ground to challenge the order of termination. The record shows that while leaving the service as seen from Ex. 6/M and 7/M what Shri Parvez was insisting upon was the payment of full and final dues as expeditiously as possi-

ble and he even thanked the Area General Manager for extending co-operation. At the relevant time therefore he never thought the order to be punitive.

11. The result is that all the contentions raised against the order of termination must fail, so also the reference. No order as to costs.

M. A. DESHPANDE, Presiding Officer

[No. L-18012(2)/76.D.III.B/IV.B.]

New Delhi, the 12th October, 1982

S.O. 3642.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Girmint Colliery of M/s. Eastern Coalfields Ltd. and their workmen, which was received by the Central Government on the 5-10-82.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 56 of 1979

PARTIES :

Employers in relation to the management of Messrs Girmint Colliery of Messrs Eastern Coalfields Limited.

AND

Their workmen represented by the Koyla Mazdoor Congress (HMS).

PRESENT :

Mr. Justice M. P. Singh ... Presiding Officer.

APPEARANCES :

On behalf of Employer—Mr. Arijit Choudhury, Counsel, with Mr. M. N. Kar, Counsel.

On behalf of Workmen—Absent.

STATE : West Bengal

INDUSTRY : Coal

AWARD

The following dispute was referred to this Tribunal for adjudication by the Government of India, Ministry of Labour, vide Order No. L-19025(4)/79-D.IV (B) dated 25th August, 1979 :

"Whether demands of the workman for payment of "Difficulty Allowance" in Trans Adjoy Drift workings of No. 3 Pit of Girmint Colliery alleging that there are steep gradients and long walking distances underground, is justified? If so, to what relief the workmen are entitled to and from what date?"

2. From the written statement of the workmen it seems that the reasons for demand for payment of "Difficulty Allowance" in Trans Adjoy Drift workings of No. 3 Pit of Girmint Colliery are, (i) that the gradients of the seam are steep and no. (ii) that the working distance for work is long and hence the workers face great hardship in working in the said pit.

3. In the present case there is no agreement, no rule and no practice for allowing such allowance. No one ever claimed it before. In the written statement of the workmen nothing has been stated as to how much allowance is claimed and that is the actual difficulty. No basis for the claim is disclosed therein. The management who is present submits that no evidence, oral or documentary, will be adduced by it. It is submitted that onus is on workmen to establish their case and they have not discharged it. In my opinion, the

stand of the management is correct. As already stated, there is no evidence of any agreement or any custom forming such allowance. Therefore, the claim of the workmen must be negatived.

3. On a consideration of the materials on record and after hearing the management my award is that the demand of the workmen for payment of "Difficulty allowance" in Trans Adjoy Dift workings of No. 3 Pit of Gittimt Colliery alleging that there are steep gradients and long walking distances underground is wholly unjustified and they are not entitled to any relief.

M. P. SINGH Presiding Officer.

Dated, Calcutta,

The 17th September, 1982.

[No. L-19025 (4)/79-D. IV (B)]

New Delhi, the 11th October, 1982

S.O. 3643.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur in the industrial dispute between the employers in relation to the management of Burhar Sub-Area of Messrs Western Coalfields Limited, and their workmen, which was received by the Central Government on the 6th October, 1982.

BEFORE JUSTICE SHRI S.R. VYAS (RETD), PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM LABOUR COURT, JABALPUR (M. P.)

Case No. CGIL, LC (R) (22)/1981

PARTIES :

Employers in relation to the management of Burhar Sub-Area of Western Coalfields Ltd., P. O. Amlai, District Shahdol (M.P.) and their workmen S/Shri R. M. Das, A. K. Mandal, Y. B. Patro, Overmen and Shri Bideswari Prasad, Mining Sirdar represented through the Indian National Mines Overmen Sirdar and Shooters' Association, V. T. Centre P. O. Dhanpuri, District Shahdol (M.P.).

APPEARANCES :

For Workmen—Shri D. L. Agarwal.

For Management—Shri U. K. P. Singh.

INDUSTRY : Coal DISTRICT : Shahdol (M.P.)

Dated : September 25, 1982.

AWARD

In exercise of the powers conferred by Clause 10 (1) (d) of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government in the Ministry of Labour has referred the following dispute to this Tribunal for adjudication, vide Notification No. L-22011 (12)/80-D. IV (B) Dated the 16th May, 1981 :—

"Whether the action of the management of Burhar Sub-Area of Western Coalfields Limited in Sohagpur Area, P.O. Amlai Distt., Shahdol is justified in granting earned leave at the rate of one day for 20 days' attendance to S/Shri R. M. Das, A. K. Mandal, Y. B. Patro, Overmen and Shri Bideswari Prasad, Mining Sirdar? If not, to what relief are the workmen concerned entitled?"

2. The facts which have given rise to this dispute on which there seems to be no contest are these : The workmen S/Shri R. M. Das, A. K. Mandal, Y. B. Patro (all Overmen) and Shri Bideswari Prasad, Mining Sirdar, are employees of the Eastern Coalfields Limited. They were deputed to work as Instructors in the Vocational Training Centre, Burhar Colliery at Dhanpuri, district Shahdol. In the course of

their duties as Instructors they have to train workmen sent to the Training Centre. The trainees are given lectures by these instructors and they are also taken underground for demonstration and practical training. When the instructors accompany the trainees underground they are paid underground allowance also.

3. The contention of the workmen is that till the year 1976 they were granted Earned Leave at the rate of one day for every 16 days of work under Sec. 52 (1) (a) of the Mines Act, 1952 (No. 35 of 1952). But when the question of grant of earned leave arose for the year 1977 they were said to be entitled to one day's leave for every 20 days of work. In other words, till the year 1976, the workmen contend that they were treated as underground workers and from 1977 onwards they were treated as surface workers. As this dispute was not resolved in conciliation proceedings the Central Government has referred this dispute for adjudication. In their statement of claims the workmen have raised the same contentions, which have been acted above.

4. So far as the management is concerned their case is that these workmen are surface workers and not underground workers; that under Sec. 52 of the Mines Act only workmen employed below ground are entitled to one day's leave for every 16 days of work, that as and when these workmen are required to go underground they are paid underground allowance; that the main job performed by these workmen is on the surface and not below the ground and that neither of facts nor in law these workmen can claim to be persons employed below the ground.

5. On these respective pleadings of the parties the following issues were raised :—

ISSUES

1. Whether the workmen (1) R.M. Das (2) A. K. Mandal (3) Y. B. Patro and (4) Bideswari Prasad are the workmen for the purposes of the I. D. Act?
2. Whether the said workmen are underground workmen or workmen working on the surface?
3. Whether the said workmen are entitled to the earned leave at the rate claimed by them?
4. To what relief are the parties entitled to?

6. Both parties have led oral evidence and some documentary evidence has also been filed. I have considered the pleadings and the evidence of the parties. My findings on the aforesaid issues are as under :—

Issue No. 1 :—The workmen S/Shri R. M. Das, A. K. Mandal, Y. B. Patro (all Overmen) and Shri Bideswari Prasad, Mining Sirdar, are the workmen for the purposes of the Industrial Disputes Act.

Issue No. 2 :—The aforesaid workmen shall be treated as underground workmen and not as workmen working on the surface.

Issue No. 3 :—These workmen are entitled to earned leave @ one day for every 16 days of work.

Issue No. 4 :—As per order passed below.

Reasons for the above findings :—

7. Issue No. 1—This issue was raised on the pleading of the management that their total emoluments are more than Rs. 500/- and they are performing supervisory duties and managerial functions. Not an iota of evidence has been led by the management to show that the duties performed by these workmen are either supervisory or managerial. The plea appears to have been taken in a casual manner without any intention to substantiate it by evidence. Even the workmen, who were examined in this case, were not questioned with regard to these pleas. Accordingly Issue No. 1 is answered against the management.

8. Issue No. 2—According to Section 2(2) of the Mines Act as amended by Mines (Amendment) Act 1959 (62 of 1959) the following is the definition of persons employed below underground and above ground :—

"2. A person working or employed in or in connection with a mine is said to be working or employed—

(a) "below ground" if he is working or employed—

(i) in a shaft which has been or is in the course of being sunk;

(ii) in any excavation which extends below super-jacent ground;

and

(b) "above ground" if he is working in an open cast working or in any other manner not specified in clause (a)."

No documentary evidence has been led by the management and by the workmen also to show exactly what were the duties of the instructors at the V.T. Centre. The entire evidence on this question consists of the oral statements made by the witnesses.

9. One fact which is not disputed between the parties is that though the V.T. Centre is located on the surface yet these workmen in their capacity as instructors have to go underground and accompany the trainees for practical training. When they go underground their names are entered in the concerned register both at the time of the entering as also at the time of their exit. What practical training these workmen give to the trainees is a matter on which evidence of both the parties is silent. But one inference that can be drawn is in the underground the training should be for excavation of the coal, its transport from underground to the surface and for other incidental and consequential work to be performed by underground workers. They may also be trained to work, look after and handle the mechanical contrivances employed for the excavation of coal from underground. It is in the light of this inference that the evidence of the parties has to be examined.

10. In his statement the workman, Shri A. K. Mandil (W.W. 1) has stated that as a part of his duty he has to work underground also and that while working underground he gets underground allowance. In his cross-examination he was questioned about the nature of duties performed by him. He stated that the total training period for the trainees is 21 days and for 9 days they are taken underground for practical demonstration. He further says that while going underground his name has to be entered in the Form C Register both at the time of the entrance as well as at the time of the exit. The other workman (W.W. 2) Bindeswari Prasad says that he takes the trainees underground for 2 hours every day and for going underground he is paid underground allowance. On being questioned in cross-examination he denied the suggestion that he goes underground only when asked by the Manager and affirmed that he is required to go underground every day. W.W. 3 Shri D. L. Agarwal, only says that these workmen are instructors in the V.T. Centre and he throws no light on the main issue.

11. M.W. 1 Shri V. K. Tripathi, the V.T. Centre Officer says that only occasionally the workmen are required to go underground. He, however, admits in his cross-examination that out of the total period of 21 days the initial period of training which is for 7 days the trainees have to go underground for practical training and he further admits that the instructors accompany the trainees when they go underground. According to him, the underground training is restricted for one hour only. This is contrary to what is stated by him earlier in his cross-examination. Lastly, he admits that instructors are paid underground allowance when they are required to go underground.

12. From the aforesaid evidence it is therefore clear both according to the workmen as also according to the management the instructors are required to go underground. Whether the presence of the instructors underground is for the entire period of the working hours or a part of it has not been made clear by the official records. It is admitted by both the parties that the moment the instructors and trainees go underground their names are entered in the Form C Register and when they come out a note about the exit is also made. It was the duty of the management to give evidence as to what was the nature of the practical training which these instructors are required to give while the trainees are taken underground. It is not suggested that

the instructors and the trainees go underground only as a silent spectators. They must be engaged in actual working of the mine underground. So long as the trainees remain engaged, both in working as well as the demonstration the instructors have to remain underground and besides this reason that they are paid underground allowance also.

13. It is true that in the instant case these workmen are not either wholly surface workers or wholly underground workers. The Mine Act does not provide as to how a workman is to be treated when he is required to work both underground as well as on the surface. According to the definition of the persons employed below ground and above ground, as reproduced above, a person is said to be below ground if he is working or employed in a shaft which has been or is in the course of sunk; or if any excavation which extends below the ground.

14. The trainees admitted to the training Centre are placed under the instructors for being trained. As already stated above that they do not remain there as observers and spectators only but are given practical training in the working of the mine. Practical training given by the instructors must involve one of the duties specified in the definition of the person "employed below ground" in Sec. 2(2) of the Mines Act. It was for the management to establish by evidence that while giving training and practical demonstrations the instructors are not required to work at all. In these circumstances the only inference that can be drawn is that though the V.T. Centre is located on the surface and these workmen have to work on the surface also for training the trainees yet their duties involve working below the ground also and when that is so they cannot be taken out of the category of persons "employed below the ground". This is admittedly not a case where these workmen are not at all required to go underground. On the contrary the evidence in this case establishes that they are required to go underground and are paid underground allowances like other persons employed under the ground. When that is so, they must be and are hereby treated persons of the underground for the purposes of Sec. 2(2) of the Mines Act.

15. Before proceeding further I may refer to the self contradictory pleas taken by the management. In para 2 of the statement it is stated that these workmen work on the surface and only as and when required they have to go underground for demonstration. It is further stated that these instructors have very rarely to go underground with trainees. As against this, in para 3 of the rejoinder a completely different plea is taken by stating that it is not necessary for the instructors to go underground with the trainees and that they are hardly required to go for a day in one or two months. In para 4 the fact of payment of underground allowance is also denied. All these pleas are contradicted by the evidence given by the management's witness, Shri V. K. Tripathi, who admits that during the initial period of training, which is for seven hours per day, the trainees go underground accompanied with the instructors. He also admits that the instructors for accompanying the trainees underground are paid underground allowance. From these admission made by the responsible officer of the management it becomes evident that the pleas raised in the statement as also in the rejoinder are factually incorrect.

16. Having thus considered the evidence given by the parties I am of the opinion that the evidence in this case justifies the conclusion for that these workmen are workmen employed below ground. Issue No. 2 is accordingly answered against the management.

17. Issue No. 3 - Sec. 52(1)(a) and (b) of the Mines Act is as under :—

"52. Annual leave with wages—(1) Every person employed in a mine who has completed a calendar year's service therein shall be allowed, during the subsequent calendar year, leave with wages, calculated—

(a) in the case of a person employed below ground, at the rate of one day for every sixteen days of work performed by him; and

(b) in any other case, at the rate of one day for every twenty days of work performed by him."

According to the aforesaid provision of Sec. 52 these workmen so long as they were and are employed as Instructors and are required to train the trainees underground they will be entitled to Earned Leave at the rate of one day for every sixteen days of work performed by them during the calendar year. The management therefore was not justified in granting them leave at the rate of one day for twenty days of work in one calendar year.

18. Issue No. 4.—In the light of the reasons given and findings recorded above, it is held that the workmen S/Shri R. M. Das, A. K. Mandal, Y. B. Patro and Bindeswari Prasad shall be entitled to one day earned leave for every sixteen days of work in a calendar year so long as they were and are employed as Instructors, in the Vocational Training Centre and not at the rate of one day for twenty days of work as claimed by the management.

In the circumstances of the case both parties are directed to bear their own costs as incurred.

S. R. VYAS, Presiding Officer

[No. L-22011(12)/80 D.IV(B)]

S.O. 3644. In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Rana Colliery of Messrs Eastern Coalfields Limited, Post Office Kalipahari District Burdwan and their workmen which was received by the Central Government on the 5th October, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

Reference No. 48/81

PRESENT:

Shri J. N. Singh, Presiding Officer

PARTIES:

Employers in relation to the management of Rana Colliery of Eastern Coalfields Ltd., P.O. Kalipahari, District Burdwan.

AND

Their workman.

APPEARANCES:

For the Employers—Shri B. N. Lal, Advocate.

For the Workman—Shri S. Bose

INDUSTRY : Coal STATE : West Bengal.

Dated, the 1st October, 1982

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them U/s. 10(1)(d) of the Industrial Disputes Act, 14 of 1947 has referred the dispute to this Tribunal for adjudication under Order No. 1-19012(22)/81-D.IV(B) dated the 24th September, 1981.

SCHEDULE

“Whether the management of Rana Colliery of M/s. Eastern Coalfields Ltd., P.O. Kalipahari, District Burdwan was justified in stopping Shri Ibrahim Mia, Timber Mistri from work with effect from

1st July, 1980? If not, to what relief the workmen concerned is entitled?”

2. The case on behalf of the workman was conducted by Shri S. Bose, Advocate. On 15th September, 1982 the workman Ibrahim Mia filed a petition stating that he was retired from service on superannuation on 1st July, 1980 and he has now got no dispute in the matter with the management. Along with the petition he has also submitted his identity card and has prayed that a no dispute award may be passed in the Reference. He has been identified by Smt. Rita Sinha, Sr. Personnel Officer of the management. The workman also examined himself as WW-1 and has stated that he wants to retire from 1st July, 1980 and does not want to contest this case. He has further stated that he has also filed a petition to this effect. Sri Bose however, though he was representing the workman cross-examined him and wanted to take that the petition filed by the concerned workman was not voluntarily but the workman has stated that he had filed the petition voluntarily and it was typed under his instruction. He has further stated that he has given his thumb impression on the petition voluntarily.

3. If the workman himself does not want to contest the case and prays that a no dispute award be passed his Advocate Sri Bose should not stand in the way. I find that the workman has given his evidence voluntarily and has also filed the petition without any pressure from the management or anybody.

4. In such circumstances the submission made by the concerned workman is accepted and a ‘no dispute’ award is passed as prayed for by him.

J. N. SINGH, Presiding Officer

[No. L-19012(22)/81-D.IV(B)]

S.O. 3645.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Seetulpur Colliery of Messrs Eastern Coalfields Ltd. and their workmen, which was received by the Central Government on the 5th October, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

Reference No. 72/82

PRESENT:

Shri J. N. Singh, Presiding Officer

PARTIES:

Employers in relation to the management of Seetulpur Colliery of M/s. Eastern Coalfields Ltd., P.O. Disherwarh, District Burdwan.

AND

Their Workman.

APPEARANCES:

For the Employers—Shri B. I. Lal, Advocate

For the Workman—None.

INDUSTRY : Coal. STATE : West Bengal.

Dated the 1st October, 1982

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them U/s. 10(1)(d) of the Industrial Disputes Act, 14 of 1947 has referred the dispute to this Tribunal for adjudication under Order No. 1-19012(57)/82-D.IV(B) dated 28th July, 1982.

SCHEDULE

"Whether the management of Seetalpur Colliery of M/s. Eastern Coalfields Ltd., P.O. Dishergarh (Burdwan) was justified in refusing payment of wages to S/Shri Maheswar Koari Loader from 4th February, 1981 to 26th April, 1981 and to Sri Gaya Singh Havildar from 5th January, 1981 to 26th April, 1981? If not, to what relief the workmen are entitled?"

2. On 17th September, 1982 both the parties filed a joint petition of compromise duly signed on their behalf and they pray that an award be passed in terms of the settlement.

3. I have gone through the settlement which is beneficial for the workmen.

4. In the circumstances the award is passed in terms of the settlement which shall form part of the award.

J. N. SINGH, Presiding Officer.

BEFORE THE HON'BLE PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
NO. 3, DHANBAD

Reference No. 72 of 1982

PARTIES :

Employers in relation to the management of Seetalpur Colliery in Messrs E.C. Ltd.

AND

Their Workmen.

Joint petition of compromise :

Both the parties above named most respectfully beg to state and submit as under :

1. That the Central Government by its order No. L-19012(57)/82-DIV(B) dated 28th July, 1982 has referred the instant matter for adjudication and the schedule to the order reads as follows :—

"Whether the management of Seetalpur Colliery of M/s. Eastern Coalfields Ltd., Post-office Dishergarh (Burdwan) was justified in refusing payment of wages to S/Shri Maheswar Koari, Loader, from 4th February, 1981 to 26th April, 1981 and to Sri Ganga Singh, Havildar from 5th January, 1981 to 26th April, 1981? If not, to what relief the workmen are entitled?"

2. That the instant matter is pending before the Hon'ble Tribunal and the matter has not yet been heard.

3. That the two workmen herein concerned were superannuate—Sri Gaya Singh with effect from 5th January, 1981 and Sri Maheswar Koari with effect from 4th February, 1981 and both of them having prayed for determination of their ages through the Area Age Determination Committee of the company.

4. That the said committee determined their ages of the concerned workmen—Gaya Singh as of 59 years on 19th January, 1981 and Maheswar Koari as of 58 years on 4th February, 1981 and both the concerned workmen having accepted the findings of the said committee were allowed to resume duty with effect from 27th April, 1981 and they were out of employment for the periods stated in the order of reference.

5. That in the meantime both the parties discussed the instant matter mutually and the instant dispute stands fully resolved on the following terms :—

(a) That the employers shall pay to S/Shri Gaya Singh, Maheswar Koari, the concerned workmen for the period stated in the order of reference on the basis of 1st month full pay and rest half without fringe benefit respectively in full and final settlement of all their claims regarding wages from the period stated in the order of reference.

(b) That the payment of the same stated in Para (a) above shall be made within 39 days from the date this settlement is accepted by the Hon'ble Tribunal.
(c) That by this settlement, the instant matter is fully & totally resolved.

6. Both the parties pray that the Hon'ble Tribunal would be pleased to accept the aforesaid settlement and pass an Award in terms thereof.

And further act of kindness, both the parties as is duty bound, shall ever pray.

Dated, the 16th day of September, 1982.

For & on behalf of the workmen.

(P. N. Ojha)

For & on behalf of the Employer

Sd/-

Sd/- Senior Personnel Officer

J. N. SINGH, Presiding Officer.

[No. L-19012(57)/82-D.IV(B)]

S.O. 3646.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Dhemomain Colliery of Messrs Eastern Coalfields Limited, and their workmen, which was received by the Central Government on the 5th October, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT NO 3, DHANBAD

Reference No. 78/82

PRESENT :

Shri J. N. Singh, Presiding Officer.

PARTIES :

Employers in relation to the management of Dhemomain Colliery of M/s. Eastern Coalfields Ltd., P.O. Sitarampur, Dist. Burdwan

AND

Their workman.

APPEARANCES :

For the Employers—Shri B. N. Lala, Advocate.

For the Workman—None.

INDUSTRY : Coal.

STATE : West Bengal.

Dated, the 1st October, 1982

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them U/S 10(1)(d) of the Industrial Disputes Act, 14 of 1947 has referred the dispute to this Tribunal for adjudication under Order No. L-19012 (65)/82-D.IV(B), dated 29th July, 1982.

SCHEDULE

"Whether the action of the Agent, Dhemomain Colliery of M/s. Eastern Coalfields Ltd., P.O. Sitarampur (Burdwan) in dismissing Sri Ashoke Pandey, Security Guard vide letter No. BNJ/C-6/P-7/134 dated 7-3-77 is justified? If not, to what relief the workman is entitled?"

2. On 22-9-82 both the parties filed a joint petition of compromise duly signed by both the parties praying that an award be passed as per terms of the above settlement.

3. The above settlement is quite fair and beneficial to the concerned workman.

4. In the circumstances an award is passed in terms of the aforesaid settlement which shall form part of the award.

I N. SINGH, Presiding Officer.

BEFORE THE HON'BLE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
NO. 3, DHANBAD

In the matter of reference No. 78 of 1982

PARTIES :

Employers in relation to the Management of Dhemonain Colliery of M/s. Eastern Coalfields Ltd.

AND

Their Workmen.

Joint Petition of Compromises :

Both the parties herein concerned most respectfully sheweth :—

(1) That the case under reference has been referred by the Ministry for adjudication by the Hon'ble Tribunal.

(2) That the matter has not yet been heard by the Hon'ble Tribunal and it is pending.

(3) That both the parties in the meantime mutually discussed the instant matter and have amicably settled the same on the following terms :—

- (a) Sri Ashok Pandey shall be re-instated without back wages and without precedence. He shall have no claim of any back wages.
- (b) The period of absence will be treated as leave without pay.
- (c) The continuity of service will be treated only for the purpose of gratuity and nothing else.
- (d) The posting of Sri Pandey will be decided by the Management according to their need anywhere under ECL but at present he will be posted at Kapasara Area for further posting by the General Manager, Kapasara Area.
- (e) The pay of Sri Pandey shall be fixed which he was drawing at the time of dismissal and there after fitment as per NCWA-II shall be made at the initial state which will be effective from the date of joining at Kapasara Area and his next increment shall be due after completion of one year from the date of joining.
- (f) That by this settlement, the instant disputes is fully and finally resolved.
- (g) That neither party shall be entitled to any cost and the parties will bear their respective cost of this proceeding.

(4) That both the parties submit that the Honourable Tribunal may be pleased to accept the aforesaid terms and conditions as agreed by both the parties, for maintaining harmonious relation between the parties and Industrial peace at the Establishment.

(5) That both the parties jointly pray that the Hon'ble Tribunal may be pleased to accord approval to the proposed settlement, which is considered by both the parties as quite fair and reasonable and pass the award accordingly treating this settlement as part thereof.

And for this your Petitioners shall ever pray.

Dated, the 20th September, 1982.

Sd/-

For and on behalf of the
Workman :

For and on behalf of
the Employers
Sd/-

[No. L-19012(65)/82-D IV(B)]
Dy. C.M.E./Project Officer

New Delhi, the 12th October, 1982

S.O. 3647.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the management of Surakachhar Colliery of M/s. Western Coalfields Ltd. and their workmen, which was received by the Central Government on the 6th October, 1982.

BEFORE JUSTICE SHRI S. R. VYAS (RETD.) PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(35)/1981

PARTIES :

Employers in relation to the management of Western Coalfields Limited, Surakachhar Colliery of W.C. Ltd., Korba Area, District Bilaspur,

AND

Their workmen Shri R. C. Prasad Sinha and others in Cash Section of Surakachhar Colliery represented through the Chatishgarh Khadan Karkhana Mazdoor Union, P.O. Bankimongra, District Bilaspur (M.P.).

APPEARANCES :

For Workmen—Shri Rambilash Shobhnath, General Secretary of the Union.

For Management—Shri P. S. Nair, Advocate.

INDUSTRY : Coal. DISTRICT : Bilaspur (M.P.)

Dated : September 30, 1982

AWARD

In exercise of the powers conferred by Clause (d) of Sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), hereinafter referred to as the Act, the Central Government in the Ministry of Labour has referred the following dispute to this Tribunal for adjudication, vide Notification No. L-22011(11)/79-D.IV(B) dated 21st August, 1981 :—

"Whether the action of the management of Surakachhar Colliery of Western Coalfields Limited, Korba Area, District Bilaspur in changing with effect from 1st January, 1979 the weekly off from Wednesday to Monday in respect of Shri R. C. Prasad Sinha and others in cash section of Surakachhar Colliery without giving any notice as per Section 9A of the I.D. Act is justified? If not, to what relief the workmen are entitled and from which date?"

2. Briefly stated the facts giving rise to this dispute are as under :—

S/Shri R. C. Prasad Sinha, Chief Cashier, K. Gangadharan, Pay Clerk, Sonam Ram, Peon and Kanchan Prasad Typist Clerk Grade III are the employees of the Western Coalfields Limited in the Surakachhar Colliery. By an order dated 12/19th December, 1978 the Sub-Area Manager of the Surakachhar Sub-Area issued an office order whereby he notified for general information that the Cash Section of the Colliery will remain closed on Monday instead of Wednesday. It was further notified that the rest day of the aforesaid workmen will remain changed from Wednesday to Monday. Consequent upon the issue of this office order the workmen's Union raised the dispute before the Assistant Labour Commissioner (Central) Shahdol before whom in the conciliation proceedings no final settlement could be arrived at. The Assistant Labour Commissioner (Central) thereafter submitted a failure report to the Central Government and the Central Government referred the aforesaid dispute to this Tribunal, for adjudication.

3. The contention of the workmen is that the weekly rest day for the aforesaid workmen was Wednesday for the last

five to six years; that by the aforesaid order, hereinafter referred to as the impugned order, the management has changed the weekly rest day from Wednesday to Monday with effect from 1st January, 1976; that Wednesday which was the rest day for the workmen for a number of years has been changed to Monday in contravention of and without proper compliance of Section 9A read with Items 4, 5 and 8 of the Fourth Schedule of the Act; that the required notice of 21 days was not served on the workmen or their union and that in this manner the action taken by the management is wholly contrary to the provisions of the I.D. Act. A prayer is accordingly made that the said order may be declared illegal, unjustified and of no effect and a direction may be given that for such Wednesdays on which the workmen are required to work the workmen should be treated as having worked on holidays and such Mondays on which they were not given any work the management should be treated as having extended the lock-out.

4. As against this claim of the workmen, the contention of the management is that when the present reference was made the dispute referred to for adjudication was not in existence; that previously by an order passed on 21st August, 1981 the Central Government had rejected the reference being made; that before making the reference the Central Government did not afford any opportunity to the management to submit what they had to submit; that under Rule 47(2) of the Rules made under the Mines Act a weekly day of rest has to be notified that for this Colliery Monday was the weekly day of rest; that this weekly day of rest was applicable to these workmen also and that these workmen could not claim a separate weekly day of rest. It is further contended by the management that for sometime these four workmen were working on Monday which is the general day of rest for colliery workers and for that they were given Wednesday as a compensatory day of rest; that by the impugned order the management only sought to restore the original position and that there was no change in the conditions of service as contemplated by Section 9A of the Act.

5. In their respective rejoinders both the parties have virtually repeated their statements made earlier in their statements of demand.

6. As per order passed on 6th January, 1982 the dispute referred to in the order of reference was found to be the only issue arising in this case.

7. The main points that arises for consideration are:—

1. Whether the management of the Surakachhar Colliery of the Western Coalfields Ltd., was justified either in law or on facts from changing weekly rest day of the aforesaid four workmen from Wednesday to Monday?
2. Whether such a change without giving any notice under Section 9A of the I.D. Act was justified?
3. To what relief are the parties entitled to?

8. My findings on the aforesaid points are as under:—

1. The action of the management of the Surakachhar Colliery of the Western Coalfields Limited for changing with effect from 1st January, 1979 weekly off day from Wednesday to Monday in respect of S/Shri R. C. Prasad Sinha and three others named above was not justified either in law or on facts.
2. That for effecting the said change the provisions of Section 9A of the I.D. Act should have been complied with.
3. As per order passed below.

Findings with reasons on Issue Nos. 1 & 2:

9. In this case oral and documentary evidence has been given by both the parties. The documentary evidence is Ex. W/1, the office order dated 12/19th December, 1978 and the oral evidence is of M.W. 1, Shri O. P. Meghlani and W.W. 1 Shri K. Ganga Dharan.

10. The contention of the management is that previously Monday was the weekly rest day notified under Rule 47(2) of the Rules framed under the Mines Act, hereinafter referred to as the Rules. In their statement of claim the workmen however contend that since few years back Wednesday was weekly rest day availed of by them. Whether any notification specifying Monday as a weekly rest day for the whole colliery was issued or not is a matter on which no documentary evidence has been produced by the management. Only Shri O. P. Meghlani, M.W. 1, has made a statement that Monday was the weekly rest day for Shri R. C. P. Sinha as well as for the other workers. He has further stated that Shri R. C. Prasad whenever called on duty on Monday was given Wednesday as Rest day and that by the impugned order (Ex. W/1) Cashiers were not called on duty on Monday with effect from 1st January, 1979. He admits that there is a notification issued by the management specifying Monday as the Rest day. If what has been stated by this witness is to be believed then it should not have been difficult for the management to produce the notification issued under Rule 47(2) specifying Monday as the rest day for the Colliery workmen. When there is documentary evidence on this point and it consists a statutory notification then either the original could have been produced or a copy thereof could have been filed so that this Tribunal could have taken notice of it. Evidently this has not been done.

11. Reliance was, however, sought to be placed on the statement of W.W. 1, Shri K. Ganga Dharan, in which he referred to the aforesaid change of rest day from Wednesday to Monday with effect from 1st January, 1979 and about Wednesday being rest day for all the workers since he joined in 1976. In his cross-examination he stated that from 1978 Monday was notified as Holiday for the workers of the Surakachha Colliery and that he has no knowledge about any other notification regarding the change of the rest day in the Cash Section of the Colliery.

12. So far as the management's evidence is concerned I find that the material documentary evidence has not been produced in this case. So far as the workmen's evidence is concerned the only evidence which is given by Shri K. Ganga Dharan (W.W. 1) is both contradictory as well as confusing. At one place he has stated that from 1978 Monday was the rest day but the same was changed to Wednesday later on. He also stated that he was paid extra wages for working on both the days. Thereafter he clarified by stating that he was paid only for such Wednesday when he was required to work—Wednesday being the rest day.

13. Even assuming that the statement made in the claim statement by the management is correct even then it becomes clear that since a couple of years before the issue of the office order Ex. W/1 Wednesday was the rest day for the workers working in the Cash Section. The office order specifically says that Cash Section will remain closed on Monday instead of Wednesday and that the rest day of S/Shri R. C. P. Sinha, Chief Clerk K. Gangadharan, Pay Clerk, Sonaw Ram, Peon and Kanchan Prasad (Typist) Clerk Grade III will change from Wednesday to Monday (emphasis supplied). This statement in the office order clearly proves that till before the issue of this order the four workmen in this case working in the Cash Section were having Wednesday as the Rest day and the rest day was changed from Wednesday to Monday. There is not an iota of evidence except the oral evidence given by Shri O. P. Meghlani that Monday was the statutorily specified rest day for the workmen. The office order also does not say anything about the so called notification issued under Rule 47(2) of the Rules. It is therefore, evident that by the office order Ex. W/1 the management changed the rest day of these four workmen from Wednesday to Monday. Admittedly no notice was given to these workmen for bringing about the afore said change of rest day from Wednesdays to Mondays in a month. According to Sec. 9A no employer can effect any change in the conditions of service applicable to any workmen in respect of any matter specified in the Fourth Schedule without giving to the workmen likely to be effected of such change a notice in the prescribed manner of the nature of change proposed to be effected and within twenty-one days of such notice. Admittedly in this case notice as contemplated in Section 9A was not given and by the office order Ex. W/1 dated 12/19th December, 1978 the change was brought into effect from 1st January, 1979. This is

admittedly not a compliance of Section 9A of the Act. Thus on facts it must be held that the action of the management in changing the rest days from Wednesdays to Mondays was not justified.

14. What is the effect of such a change in law is the next question to be considered. It was contended on behalf of the management that the change contemplated by Section 9A of the Act should be such a change which should prejudicially or adversely effect the workmen; that the workmen are having a weekly rest day as required by law and that by the change effected by the management there has been no prejudicial or adverse effect on the service conditions of the workmen. The workmen on the contrary have contended that they are being called for duty on Wednesday which was a rest day and are not allotted any work on Monday as the same has been declared as the rest day by the management. What is the legal effect of such a change brought about by the management has been considered in *Malhotra's Commentary on the I.D. Act* (3rd Edition) at pages 558 to 565. He has referred to certain decisions of their lordships of the Supreme Court in *Workmen of Sur Iron & Steel Co. (P) Ltd. Vs. Sur Iron & Steel Co. (P) Ltd.* (1971-1-LLJ p. 570 (573); *Tata Iron & Steel Co. Ltd. Vs. The workmen* (1972-11-LLJ 259; *Assam Match Co. Ltd. Vs. Bijoy Lal Sen* (1973-II-LLJ 149) and *Oil and Natural Gas Commission Vs. The workmen* (1973-I-LLJ 18). In all these cases the question of change of rest day was considered in different context and on different facts. However, in my opinion, the decision in *Tata Iron & Steel Company's case* (supra) is a decision which concludes the issue in this case. In that case weekly off days were temporarily changed from Sunday to Wednesday in one colliery and to Thursday in the other colliery, on account of shortage of power supply. It was held that Items 4, 5 & 8 of the Fourth Schedule to the I.D. Act were attracted and a notice under Section 9A of the Act was necessary. Relying upon this decision which in my opinion was given on facts similar to the facts of the present case, I hold that since the management of the Colliery changed the weekly rest days from Wednesdays to Mondays without complying with the provisions of the Section 9A of the Act the same was not legally justified.

15. The third point which remain for decision is that since, in the light of the view I have taken above, the changed weekly rest day from Wednesday to Monday was neither justified on facts nor in law, the workmen *S/Shri R. C. P. Sinha, K. Ganga Dharan, Sonaw Ram and Kanchan Prasad*, so long the said office order (Ex. W/1) remains or remained in force shall be deemed to have worked on Wednesdays which were their rest days and were not allotted any work on Mondays which were their working days.

16. According to the reasons given above, the award in this case is that:—

"The action of the management of the Surakachhar Colliery of Western Coalfields Ltd., Korba Area, District Bilaspur in changing with effect from 1st January, 1979 the weekly off from Wednesday to Monday in respect of *Shri R. C. Prasad Sinha* and three others in the Cash Section of the Surakachhar Colliery without giving any notice as per Section 9A of the I.D. Act was not justified. That so long as the order Ex. W/1 dated 12/19th December, 1978 remains or remained in force these workmen shall be deemed to have worked on rest days i.e. Wednesdays and shall also be deemed to have been not allotted any work on Mondays which were their working days. The management shall take necessary action and pay the workmen accordingly. In the circumstances of the case there will be no order as to costs."

S. R. VYAS, Presiding Officer
(No. L-22011(11)/79-D.IV(B))
S. S. MEHTA, Desk Officer

New Delhi, the 11th October, 1982

S.O. 3648.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad in the industrial dispute between the employers in relation to the management of Lodna Colliery of Messrs Bharat Coking Coal

Limited, Post Office Jeenagora, District Dhanbad and their workmen, which was received by the Central Government on the 5th October, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2). DHANBAD.

PRESENT :

Shri J. P. Singh,—Presiding Officer.

Reference No. 79 of 1981

In the matter of an industrial dispute under S. 10(1)(d) of the I.D. Act, 1947.

PARTIES :

Employers in relation to the management of Lodna Colliery of Messrs Bharat Coking Coal Limited, Post office Jeenagora, District Dhanbad and their workmen.

APPEARANCES :

On behalf of the employers.—Shri B. Joshi, Advocate.

On behalf of the workmen.—Shri B. B. Pandey, Advocate.

STATE : Bihar

INDUSTRY : Coal.

Dhanbad, 30th September, 1982

AWARD

This is a reference under S. 10 of the I.D. Act, 1947. The Central Government by its order No. L-20012/(240)/81-D.III(A) dated 9th December, 1981 has referred this dispute to this Tribunal for adjudication on the following terms :

SCHEDULE

"Whether the action of the management of Lodna Colliery of Area No. X of Messrs Bharat Coking Coal Limited, at and Post office Lodna, District Dhanbad in dismissing *Shri Basdeo Pathak, Munshi* from service w.e.f. 30th September, 1980 is justified? If not, to what relief is the workman concerned entitled."

2. The concerned workman *Shri Basdeo Pathak* was a munshi of Lodna colliery of Messrs Bharat Coking Coal Limited. As a munshi his duties were to distribute empty tubs to the miners/loaders and to maintain a faithful record of the tubs allotted by him to the miners/loaders and to submit a raising report for everyday for his shift. He was on duty in the second shift on 26-3-79 and 27-3-79 in No. 14 incline. He showed the raising of 44 tubs on 26-3-79 and 44 tubs on 27-3-79 in the Form IV A. The actual raising for both two days in the second shift were calculated to be 40 tubs on 26-3-79 and 36 tubs on 27-3-79. The concerned workman therefore over-reported 4 tubs on 26-3-79 and 8 tubs on 27-3-79. This act on the part of the concerned workman amounted fraud and dishonesty and therefore a charge-sheet dated 29/20-4-79 was issued against him for commission of a misconduct and/or fraud. The concerned workman replied to the charge-sheet on 24-4-79 and denied the charge. The reply was found to be unsatisfactory by the management.

3. A departmental enquiry was entrusted to *Shri B. N. Jha, Personnel Officer* of Lodna colliery. The concerned workman fully participated in the enquiry. The enquiry officer submitted his report on 18-8-79 holding the concerned workman guilty of the misconduct alleged by him.

4. In the written statement the workman alleged that he did not get full opportunity to cross-examine the management's witnesses and did not get opportunity to produce his own witnesses. According to him the domestic enquiry conducted by the management was in utter disregard to the principle of natural justice and was quite unfair. The report of the enquiry officer was said to be perverse as it was against the material on record.

5. The management on consideration of the report had dismissed the concerned workman by order dated 30-9-80 with effect from 30-9-80. With regard to the order of dismissal it was alleged that the management did not consider the report of the enquiry officer in proper perspective and wrongfully dismissed the concerned workman. The concerned workman made representation and served demand notice through his union to the management for reconsideration of the dismissal order and for his reinstatement. But it was turned down. The union of the concerned workman raised an industrial dispute before the Assistant Labour Commissioner(C) Dhanbad which ended in failure and hence this reference.

6. Shri B. N. Jha, MW-1 was examined in this case as a witness for the management. He happened to be the enquiry officer in this case. He was Personnel Officer of Lodna colliery from 5-5-77 to 7-2-80. The charge was based on a complaint letter from Shri Rajendra Prasad against the concerned workman. The complaint letter is Ext. M1. A chargesheet signed by Shri A. Dutta is marked Ext. M2. The workman reply to the charge-sheet is Ext. M3. Shri B. N. Jha was appointed as enquiry officer by Shri A. Dutta in his letter, Ext. M4. The enquiry proceeding is Ext. M5 and the enquiry report is Ext. M6. The note sheet containing the approval of the dismissal of the concerned workman by the General Manager is Ext. M7. The dismissal letter signed Shri A. Dutta is Ext. M8. The certified standing order is Ext. M9.

7. A prayer was made by the management to consider the question of propriety and fairness of the domestic enquiry as a preliminary issue. On 7-8-82 the enquiry officer, MW-1 was examined and cross-examined. 13-8-82 was fixed for argument on the preliminary question of fairness and propriety of the domestic enquiry. On that date Shri B. B. Pandey, Advocate appearing for the workman submitted that he had nothing to urge against the domestic enquiry and wanted to argue the case on merits. It was therefore held that the domestic enquiry was fair and proper. Thereafter both the parties have been heard on merits.

8. Shri B. B. Pandey, Advocate for the workman has not been able to find fault with the evidence recorded by the enquiry officer. He has laid stress on the point that the management has not considered the report of the enquiry officer, and passed the order of dismissal. He has also pointed out that the General Manager approved the dismissal much after the dismissal order was served on the concerned workman and therefore the dismissal order cannot be sustained.

9. Before going into the question as to whether the order of dismissal can be said to be justifiable, I would like to consider the facts which have been brought in the course of domestic proceeding. The management examined Shri A. Kalam who is Assistant colliery Manager of Lodna colliery his evidence is that on 30-3-79 at about 4 P.M. Shri Rajendra Prasad, Tagger khalasi of No. 14 incline came to his office and reported that the report of the munshi dated 26-3-79 and 27-3-79 was for 44 tubs on each day and it was wrong. The khalasi had kept the account and according to him 40 tubs had been raised on 26-3-79 and 36 tubs on 27-3-79. Shri Kalam had obtained his complaint in writing. Thereafter he seized the time book and put his signature on the raising figure of these days written by the concerned workman. He sent the same to the Superintendent of collieries. The Superintendent then issued a charge-sheet to the concerned workman. He was cross-examined on behalf of the concerned workman, but nothing has been elicited to have any repercussion of this case.

10. The other witness is Shri Rajendra Prasad. His evidence is that he was on duty as tagger khalasi in incline No. 14 and he had been instructed by Shri B. B. Verma, Sr. overman to check the raising report prepared by the concerned workman. He used to orally report about the raising. At the instance of Shri Verma he gave a written report and handed over the same to Shri Kalam. He has been cross-examined. He has said that he used to note the number of tubs at the time when the tubs used to stop near the

tagger. The witness in cross-examination has said that he had no quarrel with the concerned workman. The concerned workman also in his evidence has said that there was no enmity between him and Shri Rajendra Prasad.

11. The concerned workman in his statement had alleged that Shri B. B. Verma had asked him to procure for him finish which he was unable to do, and therefore Shri Verma had entangled him in this case. The enquiry officer thought it fit to examine him as a witness and he was examined. He denied the case of the workman that he had ever demanded fish. On the other hand, he supported the case of the management that due to certain complaints against the concerned workman he had asked the tagger khalasi Shri Rajendra Prasad to keep an account of the tubs in the shift of Shri Pathak. He has said that Shri Rajendra Prasad reported to him over-reporting of raising and he asked him to give in writing to Shri A. Kalam, the Assistant Colliery Manager.

12. enquiry officer took into evidence the complaint made by Shri Rajendra Prasad, which is Ext. M8. In his report the enquiry officer has dealt with the case thoroughly and has come to the conclusion that the concerned workman has over-reported the loading of tubs in his shift on 26-3-79 and 27-3-79.

13. Shri B. Joshi, Advocate appearing for the management has pointed out that the register which has been produced by the management in this case will go to show that on 26-3-79 and 27-3-79 the raising had been 44 tubs on each day. But according to the calculation made by Shri Rajendra Prasad there was 44 tubs raising on 26-3-79 and 36 tubs on 27-3-79. An account was taken for raising on 28-3-79 also. But there was no discrepancy between the raising report and the report made by Shri Rajendra Prasad. Shri Joshi has pointed out that the report of the munshi with regard to the raising there was no further check at any stage and therefore if the munshi over reports there is no possibility to detect the same. In this particular case the overman and the Assistant Colliery manager had complaint about the reporting made by Shri Pathak, the concerned workman and therefore they had secretly asked Shri Rajendra Prasad, tagger khalasi to note the raising of tubs. The same was found to be discrepant, and on 26-3-79 there was over reporting of 4 tubs on 27-3-79 there was over reporting of 8 tubs. Shri Joshi has argued that the evidence produced by the management could be the best evidence in the circumstances of the case. Two witnesses for the defence had been examined to say that the reporting was correct. These witnesses are trammers and loaders who are directly benefited from the reporting of the munshi and for this reason the enquiry officer did not rely on their evidence. Shri Joshi has pointed out that there is no earthly reason why the concerned workman should be falsely implicated by Shri Rajendra Prasad who is also a workman working as tagger khalasi in the same mine. I have gone through the report of the enquiry officer and I found that he has dealt with all aspects of the case in coming to a conclusion that the charge against the concerned workman has been proved satisfactorily. I have no reason to differ with the findings recorded by him.

14. Shri B. B. Pandey, Advocate for the workman has argued about the validity of the dismissal order. The General Manager considered the note dated 19-9-79 for the purpose of his approval of the dismissal of the concerned workman. The General Manager ordered the Personnel Manager to examine it and below his signature there appears to be a date which could be read as 12/10. Thereafter the dismissal is approved by the General Manager but below his signature there is no date. Shri B. B. Pandey has said that the approval of the General Manager could not be before 12-10-79, but the dismissal order, Ext. M8 signed by Shri A. Dutta, Agent, Lodna colliery addressed to Shri Basdeo Pathak, munshi is dated 30-9-80. Shri Pandey has therefore argued that Shri A. Dutta issued this order of dismissal without the approval of the General Manager. Shri B. Joshi, Advocate for the employers has urged before me that the approval of the General Manager in the matter of dismissal of the concerned workman was of no legal consequence. He has pointed out that under the Mines

Act the power of appointment vested in the colliery manager, owner and the agent. Any of these authorities has also the power of dismissal. In this particular case the dismissal letter of the concerned workman was signed by the Agent, and this was sufficient requirement of law. It is no doubt true that the dismissal letter should not have preceded the order of approval by the General Manager who is also the Chief Engineer being the competent authority to order dismissal of a workman. But it can be at best regarded as post-facto approval of an order passed by the Agent who was competent to pass a dismissal order. So, virtually the order of dismissal cannot be set aside for the plea advanced by Shri B. B. Pnadey.

15. Thus having considered all aspects of the case I hold that the action of the management of Lodna colliery of Area No. X of Messrs Bharat Coking Coal Limited at and Post office Lodna, District Dhanbad in dismissing Shri Basdeo Pathak, munshi from service w.e.f. 30th September, 1980 is justified. Consequently, the concerned workman is not entitled to any relief.

This is my award.

J. P. SINGH, Presiding Officer,
[No. L-20012(240)/81-D.III(A)]

S.O. 3649.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad in the industrial dispute between the employers in relation to the management of Bhurungia Project of Messrs Bharat Coking Coal Limited, Post Office Mohuda, District Dhanbad and their workmen, which was received by the Central Government on the 6th October, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

Reference No. 31/80

PRESENT :

Shri J. N. Singh,—Presiding Officer.

PARTIES :

Employers in relation to the management of Bhurungia
Project of M/s. Bharat Coking Coal Ltd., P. O.
Mahuda, Dist. Dhanbad.

AND

Their workman.

APPEARANCES :

For the Employers.—Shri B. Joshi, Advocate.

For the Workman.—Shri S. Bose, General Secy. R.C.M.S.

INDUSTRY : Coal. STATE : Bihar

Dated the 1st October, 1982

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them U/S 10(1)(d) of the Industrial Disputes Act, 14 of 1947 has referred the dispute to this Tribunal for adjudication under Order No. L-20012/204/79-D.III(A) dated the 28th April, 1980.

SCHEDULE

"Whether the demand of the workmen of the management of Bhurungia Project of M/s. Bharat Coking Coal Ltd., P. O. Mohuda, Dist. Dhanbad that the wages of Shri Salil Mia should be protected when his designation was changed from piece-rated Miner

to Timber Mazdoor Category-II, is justified? If not, to what relief is the said workman entitled and from what date?"

2. During hearing stage none of the parties adduced any evidence and they only argued the case. The management however has filed Ext. M-1 dated 3-4-76 signed by the concerned workman who filed the same before the Project Superintendent (Parijotana Pravandakh). It appears that the reference was that the wages of the concerned workman should be protected when his designation was changed from piece-rated miner to timber mazdoor Category II. The concerned workman was thus working as piece-rated miner but subsequently he started working as a timber mazdoor Category II. It appears from Ext. M-1 that the concerned workman himself filed a petition before the authority praying that he does not want to work as a miner and that he should be given the work of timber mazdoor. According to the management as the concerned workman wanted for light work hence light work of timber mazdoor was given to him. In his petition Ext. M-1 the concerned workman stated that he was agreeable to accept the wages of timber mazdoor and was not claiming any protection of his wages as a miner. The said petition of the concerned workman has been exhibited on admission and it is also signed by as many as three witnesses.

3. Thus from the petition of the concerned workman himself it will appear that he voluntarily accepted the post of timber mazdoor and without claiming any protection of wages and the said post was given to him on his prayer. In such circumstances the claim of the concerned workman that his wages should be protected is not tenable at all.

4. Considering the above document, I hold that the demand of the concerned workman that his wages should be protected when his designation was changed from piece-rated miner to timber mazdoor Category II is not justified. The concerned workman got his designation changed at his own sweet will.

5. According the concerned workman is not entitled to any relief. The award is given accordingly.

J. N. SINGH, Presiding Officer
[No. L-20012(204)/79-D.III(A)]

S.O. 3650.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad in the industrial dispute between the employers in relation to the management of Tetturiya Colliery of Messrs Bharat Coking Coal Ltd., Post Office Sonardih, District Dhanbad and their workmen, which was received by the Central Government on the 5th October, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL (NO. 2) DHANBAD

PRESENT :

Shri J. P. Singh, Presiding Officer.

Reference No. 6 of 1980

In the matter of an industrial dispute under S. 10(1)(d) of
the I.D. Act, 1947

PARTIES :

Employers in relation to the management of Tetturiya
colliery of Messrs Bharat Coking Coal Limited, Post
Office Sonardih district Dhanbad and their workmen.

APPEARANCES :

On behalf of the employers—Shri B. Joshi, Advocate

On behalf of the workmen—Shri Pritam Singh, the concerned workman.

STATE : Bihar

INDUSTRY : Coal

Dhanbad, 30th September, 1982

AWARD

This is an industrial dispute under S. 10 of the I.D. Act, 1947. The Central Government by its Order No. L-20012/(165)/79-D.III(A) dated 9th May, 1980 has referred this dispute to this Tribunal for adjudication on the following terms :

SCHEDULE

"Whether the demand of the workmen of Tetturiya Colliery of Messrs Bharat Coking Coal Limited, Post Office Sonardih, District Dhanbad that Shri Pritam Singh should be regularised as a canteen salesman with proper pay scale as per National Coal Wage Agreement, is justified? If so, to what relief is the said workman entitled?"

2. On receipt of the reference, notices were served upon the parties to file their written statement. Parties accordingly filed their written statements and rejoinders. Several adjournments were granted to the parties to file their documents. Parties also prayed time for filing settlement. Ultimately on 29-9-82 the parties filed a memorandum of settlement in terms of which Shri Pritam Singh, the concerned workman will be regularised as a salesman of the canteen. Since the terms of the settlement are beneficial to the parties, I accept the same and pass the award accordingly. The settlement will form part of the award.

J. P. SINGH, Presiding Officer

BEFORE THE PRESIDING OFFICER, CENTRAL GOVT.
INDUSTRIAL TRIBUNAL NO. II AT DHANBAD

Reference Case No. 6 of 1980

PARTIES :

Employers' in relation to the Management of Tetturiya Colliery of M/s. Bharat Coking Coal Limited;

AND

Their Workmen.

The humble petition on behalf of the parties above named most respectfully sheweth :—

1. That without prejudice to the contentions of the parties contained in their respective written statements the parties above named have amicably settled the dispute on the following terms :—

Terms of Settlement

(a) That the concerned person Sri Pritam Singh, who was being treated as contractor of the Canteen so long, will be regularised as a salesman of the Canteen with effect from 1-10-82 and he will be paid category-II wages of the National Coal Wage Agreement-II, which is the proper pay scale fixed under the NCWA-II, read with Coal Wage Board Recommendations for the salesman of a Canteen.

(b) That for the purpose of payment of gratuity and counting his seniority in service, his date of appointment will be taken as 1-5-1972.

(c) That Sri Pritam Singh will not press for any other claim for the period prior to 1-10-82 by way of wages, bonus etc.,

2. That in view of this settlement nothing remains to be adjudicated.

Under the facts and circumstances stated above, the Hon'ble Tribunal will be graciously pleased to hold that the settlement is fair and proper and will be pleased to pass the Award in terms of the settlement.

For the workman

(Pritam Singh)

For the employer

(Sd./- Illegible),

General Manager
Area No. III

VERIFICATION

I, Sri Pritam Singh, the concerned workman in the dispute have fully understood the terms of the settlement and I accept all the terms and will abide by the same.

(PRITAM SINGH),
WORKMAN.

[No. L-20012(165)/79-D.III(A)]

A. V. S. SARMA, Desk Officer

New Delhi, the 14th October, 1982

S.O. 3651.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, No. 3, Dhanbad, in the industrial dispute between the employers in relation to the Management of Messrs Dehri Rohtas Light Railway Company Ltd., Dalmianagar, and their workmen, which was received by the Central Government on the 6-10-82.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT NO. III, DHANBAD

Reference No. 6/75

PRESENT :

Shri J. N. Singh, Presiding Officer.

PARTIES :

Employers in relation to the Management of M/s. Dehri Rohtas Light Railway Co. Ltd., Dalmianagar (Dist. Rohtas).

AND

Their workmen.

APPEARANCES :

For Employers—Shri B. B. Sanyal, Advocate, Shri J.N.P. Sinha, Advocate and Shri N. C. Ganguly, Advocate.

For Workmen—Shri Ranel Roy and Shri J. Krishna, Advocates, or Rohtas Karamchari Sangh.

Shri Rama Raman, Advocate for Dehri Rohtas Light Railway Mazdoor Seva Sangh.

Shri Gurubachan Singh, Advocate for Dehri Rohtas Light Railway Shramik Sangh.

Shri D. N. Pandey, Advocate for Dehri Rohtas Light Railway Employees Union.

INDUSTRY : Railway

STATE : Bihar

Dated, the 29th September, 1982

AWARD

This is a reference U/S 10(1)(d) of the Industrial Disputes Act, 14 of 1947 by the Government of India, Ministry of Labour under Order No. L-41011(1)/75-D II(B) dated the 22nd February, 1975.

SCHEDULE

"(1) Whether the demand of the workmen of M/s. Dehri Rohtas Light Railway Co. Ltd., for further increase in Dearness Allowance is justified and, if so, to what extent and from what date ?

(2) Whether having regard to the recommendations of Third Pay Commission for Railway employees the demand of the workmen of M/s. Dehri Rohtas Light Railway Co. Ltd., for revision of scales of pay is justified and, if so, what should be the revised scales of pay and the date from which it should take effect ;"

2. This Reference has been received on remand from the Patna High Court with a direction for fresh decision on the second point of the Reference on the materials available in the record in accordance with law after giving opportunities to the parties to be heard afresh.

3. The previous award was given by my predecessor-in-office, Sri S. R. Sinha and is dated 19-4-78. It appears that prior to this Reference, Reference No. 6/73 was referred to the

Central Government Industrial Tribunal No. 1, Dhanbad.
The term in the said Reference was as follows :

"Whether the demand of Dehri-Rohtas Light Railway Union for revision of the wage structure of the employees of Dehri-Rohtas Light Railway Company Limited is justified? If so, what should be the wage structure and from what date should it be made effective?"

During the pendency of that reference a settlement was arrived at between the parties on 15-4-1973 and a joint petition of compromise was filed which was accepted by the said Tribunal as fair and reasonable and an award was passed accordingly. The said award is part of the notification publishing the award which has been marked Ext. M-2, Ext. W-1/4 is the copy of the said settlement arrived at between the parties and is dated 15-4-73. From a perusal of the said settlement it will appear that dearness allowance was agreed upon to be paid to the workmen against each slab of salary and the amount is mentioned in the settlement deed itself. Regarding grade it was settled that the matter concerning grade is postponed till the decision of the Government of India on Third Pay Commission Report concerning grade is known. It was also settled that the matter will be discussed in detail between the parties considering the special problems of the Dehri Rohtas Light Railway Co. Limited working etc. and they will arrive at an understanding and agreement after making such adjustments as may be found necessary in the light of the above. The said rate of dearness allowance was effective from 1-4-1973.

4. On the basis of above compromise and award of Tribunal No. 1 it was held by my predecessor-in-office that as the award of Tribunal No. 1 had not been terminated and was binding on the parties the Reference on point No. 1 of the Schedule of the present reference was incompetent and no award can be given regarding the demand of the workmen for further increase in dearness allowance. My predecessor-in-office thereafter considered point No. 2 only of the Schedule and passed an award on the said point. It held that in view of the previous award on the basis of settlement the Tribunal was concerned only with the revision of basic wage of the workmen and not with the dearness allowance applicable to each slab of wages. As against the said award both the parties filed Writ applications 4 in number before the Patna High Court. It appears that before the Hon'ble High Court finding of the Tribunal on the first point of Reference i.e. dearness allowance was confirmed as the award on the said point was also not assailed before the Hon'ble High Court by any of the parties. The Hon'ble High Court discussed the issue on the second point of reference only. It found that the Schedule attached with the award of the Tribunal was not in accordance with the findings given by him and therefore the award to the extent it related to the second point of reference was quashed and the matter was remanded to this Tribunal for fresh consideration.

5. This Court in the circumstances has to give its finding only on the second point of Reference regarding the revision of scales of pay of the workmen of M/s. Dehri Rohtas Light Railway Co. Ltd.

6. It may be mentioned that there were three unions representing the workmen before this Tribunal originally and they filed their respective written statements separately though the grounds taken by them are almost the same. One more union viz. Rohtas Karamdhari Sangh became a party before the Hon'ble High Court and the Advocates of all the 4 unions have advanced their arguments before this Court.

7. The Reference in this case was originally made on the dispute raised by the Dehri Rohtas Light Railway Employees Union.

8. The case of the union is that the present management is a concern of Sahujain Group which has other undertakings at Dalmianagar viz., Cement, Paper and others. Formerly the wages of workmen were at par with that of the workers of cement, paper and sugar industries of Sahujain Group, Dalmianagar. It is stated that an agreement dated 6-9-1960 was arrived at between the Management and the Dehri Rohtas Light Railway Employees Union and it was agreed that emo-

luments to all categories of employees of the Light Railway would be the same as would be available to corresponding employees of Indian State Railways and since then the wage structure of the workmen had been quite at par with that of the employees working in the Indian State Railways. It is submitted that there has been tremendous increase in wages of the workmen engaged in cement industry as per Cement Wage Board and their wages is about Rs. 450 p.m. but the minimum wages payable to the workmen of the Railway is about Rs. 156 per month only.

9. It is further stated that in the years 1962, 1965, 1970 and 1973 subsequent agreements were entered into between the parties for fixing of various items of wages keeping in view the wage structure in the Indian State Railways and finally there was an agreement dated 15-4-1973 which formed part of the award dated 10-5-73 in Reference Case No. 6/73 by the Industrial Tribunal No. 1, Dhanbad.

10. It is submitted that the matter concerning the grade was postponed till the decision of the Government of India on Third Pay Commission Report and it was further agreed that the matter would be discussed in detail between the parties considering the special problems of M/s. Dehri Rohtas Light Railway Co. Ltd., regarding working etc. and they would arrive at an understanding and agreement after making such adjustments as may be found necessary.

11. It is then stated that the Report of the Third Pay Commission of the Government of India was published and accepted by the Govt. and the employees of the Indian State Railways are receiving the new wages with effect from 1-1-73. The present management did not act on the said report and so the union took up the matter of grade and requested the management to fix it accordingly. The management, however, did not show any sign of introducing the new grades in accordance with the new scale of Third Pay Commission and so the union gave a strike notice to the management and the strike continued for about 5 months. The industrial dispute was thereafter raised in which the conciliation ended in failure and thereafter the instant Reference was made.

12. It is stated that the employees in the Indian Railways are not entitled to bonus whereas the workmen of the present management has been receiving the same and to keep the parity the union and the management agreed to adjust the payment of bonus out of increased dearness allowance i.e. the bonus plus dearness allowance was made equal to the dearness allowance payable to the employees of the Indian Railway. It is submitted that the management has also been granted increase in fares and freight by the Government of India but in spite of it the grade of the concerned workmen has not been revised. It is submitted that the workmen are entitled to the new revised pay scales in accordance with the recommendations of the Third Pay Commission applicable to the employees of Indian State Railways with effect from 1-1-1973. According to them the Dehri Rohtas Light Railway is mainly used for helping their own cement and other industries of Sahujain Group and its finances are mainly manipulated to help the said Sahujain Group. The union has thus prayed that the grade of the workmen concerned should be revised as per recommendations of the Third Pay Commission.

13. The management has contested the claim of the union. Besides raising the preliminary issue which has already been decided earlier and on which finding of the Tribunal as also of the High Court has been given and so no finding on any preliminary issue is called for.

14. The case of the management on the merits regarding the revision of scale of pay is that the said demand in the light of the recommendations of the Third Pay Commission for State Railway is wholly unjustified. It is stated that the Dehri Rohtas Light Railway run over a distance of 65 kms. only and that mostly in one direction viz. carrying lime stone from the quarries to Dalmianagar and further is operating under a severe competition with the road traffic running parallel to the railway track for major portion of the railway it cannot be treated at par with the Indian State Railways and in the circumstance the revised scale of pay as per recommendations of the Third Pay Commission cannot afford any guidance for revision of the scales of pay of the workmen concerned. It is stated that the company in view of it-

near critical financial position is unable to bear the burden involved in any upward revision of the pay scale. According to the management the financial position as obtaining rules out completely any upward revision in the present scale of wages as the company suffered loss in 1973-74 and 1974-75 to the tune of Rs. 23,50,000 and even during the financial year 1975-76 the working loss amounted to Rs. 8,46,000. It is submitted that the company has been financially crippled due to unjustified and illegal strike by its workmen for 4 months and 20 days and the stiff rise in the prices of coal and lubricants coupled with declining traffic earnings has completely upset its economy and if any further financial burden is imposed it will not be in the interest of the continued employment of the workmen and under such circumstances the demand for upward revision in the scale of wages is wholly unrealistic and unjustified. According to them if the present wage scales etc. are compared to those obtaining in similar or comparable concern in the regions such as Arrah Sasaram Light Railway and Fatuah Islampur Light Railway it will appear that those obtaining in the company railway are better and more than those paid in above two railways. It is stated that there has been as many as 5 upward revisions in the scale of dearness allowance payable to the employees since September, 1960.

15. On the above grounds it is prayed that the point in reference should be decided in favour of the management and no upward increase in the scale of pay should be given.

16. The point for consideration is as to whether having regard to the recommendations of the Third Pay Commission for Railway employees the demand of the workmen of M/s. Dehri Rohtas Light Railway Co. Ltd., for revision of scales of pay is justified and, if so, what should be the revised scales of pay and the date from which it should take effect.

17. As per terms of the reference this Court has to consider as to whether the demand of the workmen for revision of scale of pay is justified having regard to the recommendations of the Third Pay Commission for Railway employees. Thus, the recommendation of the Third Pay Commission is to be kept in view while considering the demand of the concerned workmen for revision of their scale of pay.

18. On behalf of the union it is urged that the revision of pay should be on the rate as per recommendation of the Third Pay Commission and as accepted by the Government. The management however has challenged this demand as unjustified mainly on two grounds (1) the financial condition of the company, and (2) the Dehri Rohtas Light Railway Company cannot be compared with the Indian State Railway in any way for revision of their pay and fixing them at par with the recommendation of the Third Pay Commission.

19. It will appear that the last agreement regarding pay structure or dearness allowance was arrived at between the parties in the year 1973 when the Reference No. 6/73 was pending before Tribunal No. 1, Dhanbad. During the pendency of that Reference an agreement was arrived at between the parties on 15th April, 1973 and on the basis of that agreement the said award was passed. This fact has already been referred to by me earlier and the terms of the award will be discussed at appropriate time. But prior to it other agreements had been entered into between the parties in different years and on the basis of those agreements there was increase of pay as well as dearness allowance. The earlier settlement is Ext. W-1 dated 6th September, 1960. From a perusal of this agreement it will appear that it was jointly agreed between the parties that emoluments to all categories of employees of Dehri Rohtas Light Railway Co. Ltd., will be the same as are available to corresponding employees of the Indian State Railway. It was further agreed that the matter would be discussed in detail between Sri B. R. Gulati and Shri Rameo Sinha Secretary of the Union and considering the special problems of the Dehri Rohtas Light Railway Company regarding working etc., they will arrive at an understanding and agreement in detail and if there will be any difference of opinion the matter will again be discussed between the President and the management. It will appear that on the basis of the aforesaid agreement another agreement was arrived at between the parties on 14th June, 1962 (Ext. W-1/1) in which the scale of pay as well as dearness allowance payable were fixed. Some criteria for seniority was also framed. Thus in the year 1962 the

scales of pay were fixed and admittedly thereafter there has been no increase in the basic scale of pay.

20. There was subsequent agreement between the parties which is dated 20th April, 1965 and this document is Ext. W-1/2. By this document there was further increase in the dearness allowance. There was again another agreement (Ext. W-1/3) on 27th May, 1970 by which there was further increase in the dearness allowance. Thus there was increase in dearness allowance in different years though the basic scale of pay remained the same as was fixed by the agreement of 1962.

21. The last agreement was arrived at between the parties as referred to earlier in the year 1973 and on the basis of that agreement award was passed in Reference No. 6/73. The terms of this last award regarding grade which was agreed to between the parties are as follows:

"The matter concerning grade is postponed till the decision of the Government of India on Third Pay Commission Report concerning grade is known. The matter will be discussed in detail between the parties considering the special problems of the Dehri Rohtas Light Railway Co. Ltd., regarding working etc. and they will arrive at an understanding and agreement after making such adjustments as may be found necessary in light of the above."

22. From a perusal of this agreement it will appear that the management did not agree that the pay scale will be same as recommended by the Third Pay Commission and accepted by the Government. It was however decided that the matter regarding grade will be considered in detail between the parties considering the special problems of this railway.

23. It is, however, not seriously challenged that prior to it the management was paying the scale of pay to their employees as per recommendation of the Second Pay Revision Commission. It is said on behalf of the management that since prior to 1973-74 the company was running in profit hence there was no difficulty in paying wages to the concerned workmen which was at par with the Second Pay Revision Commission. But after 1973-74 the company is incurring heavy loss every year and so it is not possible for them to implement the recommendation of the Third Pay Commission. Further it is urged that the agreement between the parties nowhere says that the Third Pay Commission Report is to be implemented. It is only stated that the matter will be discussed in detail between the parties after the recommendation of the Third Pay Commission concerning the grades is known.

24. It may however be stated that by this very agreement there was an increase in the dearness allowance of all the employees and it was settled that they will not press for increase in dearness allowance for a period of three years. As this agreement or award has not been terminated and is still in force hence it was decided by my predecessor-in-office as also by the Hon'ble High Court that the Reference on point No. 1 was incompetent.

25. It will however appear that after the recommendation of the Third Pay Commission the union took up the matter and they wrote a letter dated 15th February, 1974 (Ext. W-3) to the management that as per agreement dated 15th April, 1973 the recommendation of the Third Pay Commission should be implemented as the same had been made applicable in State Railway. As per agreement between the parties union should have pressed for discussion and not for pressing the management to implement the Third Pay Commission. No reply appears to have been received by the management and hence another letter Ext. W-3/1 dated 22nd February, 1974 was again written by the union to the management pressing the same claim. Ext. W-3/2 is another letter requesting the management to implement the Third Pay Commission report immediately. As no action was taken a strike notice dated 11th December, 1974 (Ext. W-3/3) was served on the management. The date of strike, however, was deferred by another letter (Ext. W-3/4) dated 26th December, 1974. Thereafter the union wrote another

letter dated Ext. W-4 dated 31st August, 1977 requesting the management to discuss the matter regarding pay scale and another letter Ext. W-4/1 was again written requesting to fix a date for settlement and for discussion on this issue.

26. From the above letters it will thus appear that the union first pressed the management to implement the Third Pay Commission report and subsequently they requested for discussion on the point but no tangible result was arrived at and in the end the present reference was made.

27. The management has filed several documents as also examined witnesses to show that their financial condition is very bad and they are running in heavy loss continuously after 1973-74 and hence it is not possible for them to increase the grade or basic pay of the workmen. Ext. W-5 is a letter dated 4th September, 1974 written by the management to the Chairman, Railway Board, New Delhi requesting for adjustments in freight rate for goods traffic as there was an increase in railway freight in State Railway. This was made owing to financial condition of the Railway and it was mentioned that this was required to partly meet additional financial burden owing to increase in labour wages, cost of general and engineering stores and coal. It was mentioned that the management had a very poor financial performance during the year 1973-74 both in the railway and in the cement factory. It was also mentioned that ever rising costs of iron and steel materials, loco and carriage spare parts have added to their problems. The higher price and freight of coal and the uncertainty about its timely availability has further aggravated their hardship and with this adverse conditions they are faced with an unprecedented loss of approximately Rs. 11.65 lacs in 1973-74. The Railway Board made a query by their letter Ext. W-6 dated 19th September, 1974 as to whether they are having any increase in salaries of their employees during the current year on account of dearness. If so the date of effect and the increase of the wage bill per month may please be furnished. The management gave a reply dated 1st October, 1974 (Ext. W-7) to the Railway Board stating that recommendations of the Third Pay Commission are generally applicable to them and negotiations for the implementation with the union are in progress and for that total liability estimated is Rs. 11 lacs per annum. It was further mentioned that efforts were being made to come to a settlement with the labour unions for part implementation and if they agreed to their proposal minimum liability would be to Rs. 6 to 7 lacs. Thereafter the railway permitted the enhancement of goods traffic freight by their letter dated 14th October, 1974. This increase in freight is claimed to be an additional ground by the union for implementation of the Third Pay Commission report.

28. The management has filed Ext. M-1/1 which is a report by the Additional Commissioner of Railway Safety regarding the railway in question. The report is for the year ending 31st March, 1977 and it has mentioned about the conditions of the Dehri Rohtas Light Railway Company. It was mentioned that the central portion of bridge No. 224 has subsided but the joints have been made with cement mortar. It also mentioned that there was no track renewal and the position of slipper was also very unsatisfactory. Similarly other defects were noted in this report and from a perusal of this report it will appear that the condition of the railway was not good. There was also incidence of loco failure due to these difficulties. This letter is after inspection by an impartial authority of the Railway Board and from this letter it will appear that the condition of this railway was not encouraging rather it was in some what bad condition. Ext. M-4 is a letter written by the management to the A.L.C. which is comments on the demands made by the union in strike notice dated 11th December, 1974. By this letter the management averred that there was no scope for this company to bear the additional heavy commitments. It was mentioned that this railway covers 67 Kms. only whereas the Indian State Railways are spread over the length and breadth of the country covering a distance of 60000 kms. and for State Railways if there is a loss of traffic or freight in any part of the country it does not affect their overall position but the position of this railway is entirely different as if there is any loss of freight or in traffic for any reason whatsoever there is an immediate and direct impact on the revenue. It was further mentioned that the traffic of the Dehri Rohtas Light Railway is mostly in one direction only because they carry lime stone from one direction and from the other direction the wagons are returned back empty and

thus practically there was no freight earning in the up direction which means for every 2 km. run the railway was earning freight for 1 km. only. It was further pointed out that the railway had to face severe competition with road traffic running parallel to the railway track upto Rohtas and there was decrease in passenger traffic on account of buses and taxis and other modes of transport. The management has given the volume of traffic carried by them from the year 1960, 1961, 1973, 1974 as also the passenger traffic. It was further pointed out that the operating cost of narrow gauge line was extremely high as compared to that of broad gauge and metre gauge. The management also took the plea that despite the heavy fall in traffic working expenses were continuously increasing year to year particularly on account of increase in the emoluments and benefits of the employees and it was also necessary for track and rolling stock etc. In this letter thus the management put their difficulties before the A.L.C. on the point of increase of salary of the railway staff. In view of the financial difficulties the management also wrote a letter Ext. M-5 to the Government of India which is dated 1st November, 1977 requesting to exempt them from the payment of bonus.

29. The management has also filed their balance sheets which have been marked Exts. M-3 to M-3/10 from the year 1966-67 to 1976-77 showing that they are continuously running in heavy loss. The correctness of these balance sheets however has been challenged on behalf of the union and I shall discuss these documents subsequently. It may be stated that though the union has examined as many as 4 witnesses in support of their contention but none of them has seriously challenged the contention of the management that this railway is running in serious loss. WW-1, WW-2 & WW-3 have also stated that they cannot say as to what would be the financial burden of the company if the recommendation of the Third Pay Commission is implemented. The submission of the union is that whatever may be the financial complication of the company the company is bound to pay the pay scales of the Third Pay Commission and implement the same in toto. It has been urged on their behalf that they are not concerned with the financial position of the company. This aspect as to whether the financial position is to be considered or not will be discussed later on but at this stage we have to consider the position regarding financial position.

30. MW-1 is a Civil Engineer engaged by the management in this railway. He has stated that his opinion regarding the operational condition of the railway track, bridges is final. He has referred to the report of the Additional Railway Commissioner Safety and has stated that the said report would itself indicate the condition of the railway tracks and bridges. In paragraph 8(b) of the said report the arrears in repairs of slippers and ballast has been mentioned and for replacement or repairs etc. the approximate cost would be 7 lacs. According to him the management has not been able to make any replacement so far on account of paucity of funds and according to this witness if the present financial condition continue to company has to face closure. Speed restrictions have also been made on this railway due to defect in the track, bridges etc. MW-2 is a Mechanical Engineer. He is responsible for loco maintenance, wagon maintenance and planning side of mechanical section. It is stated by him that the company has not purchased any new engine from the year 1966. According to him only old engines have been purchased by the company due to financial stringency. The condition of the engine is also not satisfactory resulting in traffic failures. There is no spare parts to replace the old and worn out parts of the engine and due to financial difficulties the company is not able to manage the spare parts. He has also given the details of the amount required for repairs and over hauling. These facts have not been seriously challenged on behalf of the union and there is no evidence on their behalf to show that the conditions of the engines and other materials of the railway are in perfect order. MW-3 who is the Traffic Manager has stated that the traffic has deteriorated since he joined here. According to him the number of wagons in track has declined since 1973 and it is not possible for the company to supply adequate number of wagons or to repair them due to financial difficulties. MW-6 is the Accountant who has proved the balance sheets.

31. These witnesses have thus given the detailed account about the position of the railway.

32. Then next comes the balance sheet of the railway which has been marked Exts. M-3 to M-3/10. From these balance sheets it will appear that the railway is running in loss since the year 1973-74. MW-4 is Sri K. P. Jain, Accounts Officer who has proved these balance sheets. He has stated that the company is not in a position to pay the officers and staff in time and the progressive decrease in the revenue of the company is because of the fact that the traffic of goods have gone down and the price of the materials required for repairs and for coal etc. have gone up. According to him in the profit and loss account of each year the depreciation amount is shown when provided and when it is not provided a note is given that so much amount of depreciation has not been provided in that year. This witness has explained the balance sheets referred to above and has stated that the company is running in loss since the year 1973-74.

33. On behalf of the union however it is urged that if the company was running in loss how it could purchase a Holiday Home in Mussorie, Pipradih Siding and is also carrying an Earth Udyog which is a subsidiary of this company. It will however appear that the Holiday Home was purchased in the year 1971-72 for a sum of Rs. 62000/- and odd and it has been purchased for the benefit of the workmen, his purchase was when the company was not running in loss but was running in profit.

34. So far as Rohtas Pipradih siding is concerned it has been purchased in the year 1972-73 for Rs. 410000/- and odd and it was purchased evidently for increasing revenue for this railway. MW-4 in his chief has stated as to from which capital this purchase was made. It will appear that this siding gave a profit of Rs. 30 lacs to this railway in 5 years i.e. the annual profit from this purchase is about 6 lacs per year. MW-4 has been examined on this point and it was tried to be shown on behalf of the union that this profit of 6 lacs per year has not been added in the balance sheet for the year 1973-74 or subsequent years. According to the Accounts Officer however the amount of profit has been included in the column 'goods traffic' because by purchase of this siding there has been increase in goods traffic and it was not all necessary for showing this profit separately. Sri Ranen Roy appearing on behalf of the Rohtas Karamchari Sangh union has drawn my attention to the balance sheet for the year 1973-74 and has stated that though the net loss has been shown to be 9 lacs and odd and if 6 lacs profit from Pipradih siding is added then the loss will be about 3 lacs only. According to the management however this amount of 6 lacs has been shown in goods earning on page 15 of the balance sheet. The management has referred to page 5 of the balance sheet of 1973-74 (Ex. M-3/7) and has urged that the total of Sl. No. 3 would show that though there was a sharp fall in goods traffic but there was increase in the goods earning and this was because of Pipra siding profit and the profit of Pipra siding was added in the goods earning. Similarly he has explained the balance sheet for subsequent years and has tried to show that the profit of Pipra siding has been added in the balance sheet in different years and though the profit from the Pipra siding has been added the management is still running in great loss.

35. On behalf of the union however it was urged that every company has a secret reserve which is shown in the balance sheet itself and this company has also got some secret reserve which should be paid to the workmen in their salary. The existence of any secret fund has however been totally denied and there is no evidence on any secret reserve. There is no authentic ground to disbelieve the balance sheets of the management which has been prepared by renowned Charter Accountant. From the balance sheet it is clear that the financial condition of the company is not good and the company is running at heavy loss since year 1973-74.

36. The next question is as to whether this railway can be compared with the State Railway or not. It is settled principles of law that wages are to be fixed on industry-cum-region basis and there are several rulings of the Supreme Court on this point. It is not necessary to refer to all of them and in this regard reference to ruling reported in 1978 Lab. I.C. page 828 is sufficient.

37. Another argument of the union is that from the capital of this company the management has established an industry known as 'Earth Udyog' and the industry is also running in profit. It will however appear that this was purchased in the year 1971 when the company was running in profit. Further that industry is a separate unit and the profit or loss of that Udyog are not very much relevant for the purpose of this case. It will appear that the union is pressing for revision of their scale for that the financial position of the company for the period from 1973-74 is only to be considered. The question is whether the Dehri Rohtas Light Railway can be compared with the State Railways on the basis of industry-cum-region basis. It is admitted that this railway covers a distance of 67 kms. only and the freight traffic is from one side only as the function of this railway is to carry lime stone from different quarries to the cement factory. From the other side the wagons return empty and they again are reloaded and sent back to the cement factory. Thus for running 2 km. the railway is getting the freight for 1 km. only and it is not denied that the major portion of the income of this railway is from freight. It is also in evidence that it is a narrow gauge and the cost of running narrow gauge is admittedly much more than broad gauge. The management has filed a chart showing the handling of goods traffic since the year 1960. They have also adduced evidence to show that there is parallel road on which buses and taxis ply which has also contributed to the loss in passenger traffic. This fact has also not been denied on behalf of the union, rather is admitted. The State Railways on the other hand covers the entire country and the income of the State Railway is both from the freight as well as passenger. Even if there is some loss at one place it is compensated by profit at other places. The State Railway is a vast organisation whereas Dehri Rohtas Light Railway is a small entity covering a distance of 67 kms only. The goods as well as passenger traffic carried by it are limited. It is well settled by the ruling reported in 1978 Lab. I.C. page 828 that comparison should be made in the same line of business and a small concern cannot be compared even in the same line of business with a large concern even considering the question of fixing the wages on the basis of industry-cum-region basis. It cannot be denied that Dehri Rohtas Light Railway is a very small concern as compared to the State Railways and so for the purpose of fixing the pay structure the amount paid to the employees of State Railways can not be looked into. It may, however, be urged that prior to 1973-74 the Dehri Rohtas Light Railway was paying emoluments to their employees at par with the recommendation of the Second Pay Revision Commission as was applicable to the State Railways but that was the position when the management was running in profit. The position has changed considerably and since the year 1973-74 the management is running at a very heavy loss so much so that they cannot repair their tracks or bridges or even cannot purchase new engines but are managing by purchasing old engines. They cannot replace the old and worn out wagons and further the cost of coal, fuel, lubricants etc. have increased considerably. Under these circumstances this railway cannot be considered at par with the State Railways. It has been urged on behalf of the management that there are similar industries in the region viz. Arrah Sasaram Light Railway and Fatuah Islampur Light Railway which is owned by Martin Groups of railways and all these railways have got narrow gauge. It has been urged that in Arrah Sasaram Light Railway as also in Fatuah Islampur Light Railway the recommendation of the Third Pay Commission has not been implemented. The Arrah Sasaram Light Railway which is running in loss and thus the Government undertook to bear the loss for about three years after this the railway was closed. The management has examined MW-8 who is Sri N. N. Chaturvedi, A.T.S. of that Railway. He has stated that the Arrah Sasaram Light Railway was running in loss and the Government undertook to bear the same loss for three years. That period having expired the railway was closed. It is further stated by him that the Government has some agreement with Fatuah Islampur Light Railway and that agreement is to bear the loss. According to him there has been no rise in wage structure of Arrah Sasaram Light Railway or Fatuah Islampur Light

Railway. The Management has also filed Ext. M-8 which is a chart showing the wage structure of the two railways and from a comparison it will appear that the emoluments paid to the two railways is lower to that which is being paid to the employees of the Dehri Rohtas Light Railway. This chart has not been challenged. This witness in cross-examination has stated that the recommendation of the Third Pay Commission applicable to State Railways has not been made applicable to these two railways.

38. It has however been urged on behalf of the union that the two railways have their earnings mainly from passenger traffic but the income of the Dehri Rohtas Light Railway is mainly from the freight traffic and hence it cannot be compared. But even if the source of income be different it cannot be denied that all these railways have narrow gauge and even the Dehri Light Railway has got income from passenger traffic though the income has decreased owing to road competition.

39. It was also urged on behalf of the union that Sahu-jain Group has got several other industries at Dalmianagar viz. cement, paper and sugar and in all those industries wages are very high and as the Dehri Rohtas Light Railway is also an unit of Sahu-jain Group hence it should be compared with the other units of Sahu-jain at Dalmianagar. But it should be born in mind that the wages of cement and sugar industries are governed by the Cement and Sugar Wage Boards. Further all these industries are separate units by themselves and they cannot be compared with one another. The Dehri Rohtas Light Railway is a separate unit and for fixing the wage structure the financial condition and other conditions of this company alone is to be looked into.

40. Another argument on behalf of the union is that there has been considerable increase in the pay scale of officers of this railway but no such increase has been made in case of workmen. From the chart filed on behalf of the management it will however appear that the number of officers are very few and it has nothing to do with the wages of the workmen. The management has filed Ext. M-6 statement of gross wages of staff and officers, Ext. M-7 statement of total pay packet for each category of workmen. Ext. M-10 is a statement of wage structure of Dehri Rohtas Light Railway and Ext. M-12 is the statement showing monthly increased liability on implementation of the Third Pay Commission. If we compare the charts it will appear that if the Third Pay Commission report is implemented in toto the company would be crippled and it may even go to the extent of closure if such payment is ordered to be made as it is running in loss continuously. Further as stated earlier this company can on no account be compared with the State Railways.

41. Thus on a consideration of the above facts it is clear that it will not be justifiable to implement the Third Pay Commission report in this particular case.

42. The question however is as to what should be the revised scale of pay of this railway. There are number of rulings which have given direction for fixing the wages in an industry. The earliest ruling on the point is the ruling reported in 1961 Vol. I LLJ, page 339. The next ruling is the ruling already referred to viz. 1978 Lab. I.C. page 828. But before discussing the principles laid down in the ruling reported in 1978 Lab. I.C. it will be proper to refer to the recommendation of the Third Pay Commission Report.

43. The Third Pay Commission report at page 60 of Vol. I in paragraph 38 fixed the minimum wage scale of an employee at Rs. 185 p.m. and accordingly the Central Govt. fixed the minimum scale at Rs. 196 p.m. It has been urged on behalf of the management though the management is not in a position to implement with the Pay scale a still as per award of this court which has been set the Tribunal gave an increase of Rs. 34 p.m. to all category of employees in their basic salary and if Rs. 34 is added with the minimum scale of Rs. 70 the amount comes to Rs. 104 and if Rs. 96 which is the dearness allowance payable to the employees of lower grades as per agreement of 1973 is added this amount comes to Rs. 200. It is submitted that the Pay commission after merging the dearness allowance, dearness pay and others fixed the basic minimum pay at Rs. 196. Hence the amount of Rs. 200 payable to the employees of lowest grade as per

award of this court dated 19-4-1978 is quite reasonable and that the management is also paying this amount to its workmen from the date of award. It is submitted that the management is not in a position to pay any amount higher than that.

44. The question however is as to what should be the basic pay of the concerned workmen. It cannot be denied that the Third Pay Commission fixed the minimum wage of workman under the Central Govt. employees. In the ruling reported in 1978 Lab. I.C. page 828 the principles which should be taken into consideration for fixing wages in industrial establishments have been given. Several rulings of the Supreme Court have been discussed in this ruling and it has been held that the fixation of the rate of wages which includes within its campus the fixation of scales of wages and fitmens of the workmen in the wage scale will also depend upon the paying capacity of the industry. According to this ruling there are three kinds of wages viz. living wage, fair wage and minimum wage. This ruling also held that whereas the bare minimum wage or subsistence wage would have to be fixed irrespective of the capacity of the industry to pay, a minimum wage thus contemplated postulates the capacity of the industry to pay and no fixation of wages which ignores this essential factor of the capacity of the industry to pay could ever be supported. This in view of the above ruling of the Supreme court for fixing a minimum wage the capacity of the industry has got to be considered and it cannot be said that the workmen are entitled to receive the wages as per recommendation of the Third Pay Commission irrespective of the capacity of the present management to pay the same. As stated earlier if the recommendation of the Third Pay Commission is implemented in that case the management would not be in a position to pay the same amount and the industry will be crippled and it may also go for closure.

45. It will appear from the previous award that my predecessor-in-office held that a sum of Rs. 34 should be added to the basic pay of all the employees keeping in view the financial and other conditions of the industry and he allowed the said amount to all the employees but there was some mistake while preparing the schedule as this amount was added to the gross pay of an employee including the dearness allowance and over and above that amount the dearness allowance as agreed upon between the parties in 1973 was again added and thus the amount payable became much more higher than the amount recommended even by the Third Pay Commission and hence a writ petition was filed before the Hon'ble High Court. I think this amount of Rs. 34 should have been added to the basic pay of each category of employee and on that amount the dearness allowance as agreed upon between the parties in the year 1973 should have been added.

46. Keeping all the aspects into consideration and considering the evidence on the record, I hold that the employees should get an increase of Rs. 34 per month on their basic pay which they are getting at present and on that amount the dearness allowance as agreed upon between the parties should be added. This amount is being paid to the employees by the management from the date of the award passed by my predecessor-in-office. The management gave before me a chart which is not disputed showing the amount which an employee would get as per the previous award passed in this Reference as compared to the wages paid by Government Railways as per Third Pay Commission on minimum grades. This would show that if an increase of Rs. 34 is made they will get almost equal basic pay as payable to the State Railways as per Third Pay Commission report.

47. It may however be mentioned that while fixing the basic basic pay the commission awarded some dearness allowance on certain points on rise in price index. But in view of the agreement of 1973 this Tribunal cannot increase the rate of dearness allowance payable to the employees of the present railway. The union may agitate for increase of their dearness allowance as per recommendation of the Third Pay Commission and get the matter amicably settled by discussion and negotiation.

48. To sum up, I hold that the Railway employees of the Dehri Rohtas Light Railway should get an increase of Rs. 34 p.m. on their basic pay which they are getting at present and on that amount they should get the dearness allowance

as per slab given in the settlement of 1973. As for instance if a workman is getting Rs 70 as his minimum wage a sum of Rs 34 would be added to it and on that amount a sum of Rs 34 would be added to it and on that amount a sum of Rs 96 payable as dearness allowance should be added thus making a total of Rs 200. To clarify the matter Rs 34 is to be added to the basic pay which the workmen are getting at present and on that amount the dearness allowance as agreed upon between the parties as per agreement of 1973 would be added. The same amount will be payable to them.

49 The next question is as to from which date it should take effect. According to the union it should take effect from 1-1-1973. It has been urged that if it is not to take effect from that date then it should take effect from the date when the Government raised the freight rate of this railway by their letter Ext. W-8. It has been urged that the rate of freight was increased by the Govt. only after the present management work to the Government (Ext. W-7 dated 1.10.74) that recommendation of Third Pay Commission are generally applicable to them and negotiation for their implementation with the railway union are in the freight was only for implementation of the Third Pay Commission. It may however be mentioned that the management also wrote that they were running into heavy loss and if the entire recommendation is implemented then the estimated liability will be Rs 11 lacs per annum but if settlement is arrived at then also it would be Rs 6 to 7 lacs. It may however be mentioned that the freight was not increased by the Government simply for implementation of the recommendation of the Third Pay Commission report. No doubt the payment to the staff was one of the points in consideration as the Government by Ext. W-6 had enquired from the management as to whether any increase in the salaries of the employees have been made on account of dearness allowance. It did not mention about the basic pay. Prior to this letter the management by Ext. W-5 had informed the Railway Board about their financial burden on account of cost of general and engineering stores, loco and carriage spare parts and higher price and freight of coal. They had also placed their financial difficulties and also these factors were apparently taken into consideration by the Railway Board while increasing the freight in this railway. Thus it cannot be said that rise in the railway freight was only for making payment to the employees.

50 According to the management, however, the award should be made effective from the date the award is given by this Tribunal after remand or at best from the date of award as given by my predecessor-in-office i.e. 19-4-1978. It is submitted that if the award is made effective from the date of Reference then additional burden of several lacs of rupees will fall on the management which the management is in no way capable of paying. In my opinion, on the one hand the workmen are entitled for revision of their pay in view of rise of price but on the other hand the interest of the industry is also to be looked into. If the award is made effective from the date of Reference or from any date earlier the financial position of the industry will be crippled further and they may not be able to make the payment.

51 In such circumstances I think the proper course will be to make the award effective from the date of the award given by my predecessor-in-office (19-4-78). The management is also making payment to the employees from that date and so no question of any additional financial liability would arise.

52 I give my award accordingly

J. N. SINGH, Presiding Officer

[No. L-41011(1)/75-D II(B)]

S. S. PRASHER, Desk Officer

New Delhi, the 8th October, 1982

S.O. 3652.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, No. 2, Bombay in the industrial dispute between the employers in relation to the management of Food Corporation of India, Bombay and their workmen, which was received by the Central Government on the 27th September, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

Reference No. CGIT-2/5 of 1982

PRESIDENT

Shri M. A. Deshpande, Presiding Officer

PARTIES

Employers in relation to the Management of Food Corporation of India, Bombay.

AND

Their Workmen

APPEARANCES

For the employers—Shri B. M. Masurkar, Advocate

For the workmen—Shri R. G. Isave, General Secretary, National Association of Food Corporation Employees' Western Zone

INDUSTRY Food Corporation STATE Maharashtra
Bombay the 7th September, 1982

AWARD

(Dictated in the open Court)

By their order No. L 42011(19)/81-FCI/DIV(A) dated 15th January, 1982 under Section 10(1)(d) of the Industrial Disputes Act, 1947 the following dispute has been referred for adjudication by the Central Government—

‘Whether the Senior Regional Manager (Mah.) Food Corporation of India, Bombay is justified in stopping payment of hardship allowance to the employees of storage depot in Dehu Road with effect from the 1st January, 1981? If not to what relief are the concerned workmen entitled?’

2 The question relates to hardship allowance which was made payable under various circulars to the employees posted at Dehu Road complex, Dehu Road, Pune. The contentions as raised in the statement of claim by the Union as well as rejoinder are that because of lack of facilities like shelter, water, canteen, roads, electricity transportation, furniture, office etc. looking to the hardships which the employees posted at this complex were experiencing, the management of the Food Corporation decided to grant the hardship allowance as stated in the various orders. The grievance is that though the stocks were not liquidated and although the employees continued to be posted at the said complex and not transferred from there to some other place where such facilities were available by their circular dated 7th July, 1980 from the end of December, 1980 the payment of hardship allowance at Dehu Road complex was discontinued. The Union is making two grounds in the first place it amounts to violation of Section 9A of the Industrial Disputes Act since it was a condition of service which has been altered without issuing any notice, secondly it is also contended that looking to the hardship these employees posted at the said complex continued to experience, this Tribunal should order its continuance.

3 By their written statement Ex. 3/M it is stated that after 1st January 1981 there was no justification for extending the hardship allowance as the stock of foodgrains was liquidated and open storage was wound up. It is further contended that the stoppage was ordered in view of depletion of stock and what remained at the complex was the stock of foodgrains unfit for human consumption. It is therefore urged that there was no justification even for any demand for the continuance to be made by the Union.

4. On the strength of these pleadings the following issues arise for consideration and my findings thereon are:—

ISSUES

FINDINGS

1. Whether the staff members of Cap Storage at Dehu Road are entitled to hardship allowance even after all stocks of food-grains have been exhausted and what has remained there is the damaged stock awaiting final disposal ? Yes
2. Whether they can claim it till the time the cap storage is finally liquidated ? Yes or they are transferred.
3. Whether the stoppage of hardship allowance without giving notice contravened Sec. 9A of the I.D. Act? No
4. If yes, is the management entitled to do so ? If not, to what relief ? Yes per order

5. Despite what has been contended on behalf of the Food Corporation of India one fact is evident that the hardship allowance was not linked with the nature of the duties as such and that there was no change in the nature of the duties of these employees but the management decided to grant the said allowance looking to the conditions in which these employees were expected to work. The fact that there were not even the rudimentary facilities like shelter, water, canteen, roads, electricity, transportation, furniture, office etc., as contended by the Union in their supplementary statement of claim has not been denied by the Food Corporation. Therefore, it is evident that these employees were working in extremely difficult conditions. Now whether they were looking after the foodgrain fit for human consumption or otherwise, looking after foodgrains unfit for human consumption would not be a issue but the fact remains that being posted there they were expected to perform their duties and till the time they continued to perform their duties and if the lack of facilities continued the stoppage of hardship allowance can never be justified. It would be justified only when the complex is liquidated and these employees are posted at other places which have the normal facilities. Merely because by circular dated 7th July, 1980 of the management thought that what remained at the complex was unfit for human consumption, the stoppage of the hardship allowance cannot be said to be justified. If it was found that the stock was unfit for human consumption, they could have given it up and posted the staff to some other place or kept only a skeleton staff after transferring the remaining. Even now I am given to understand there are 195 employees serving in the complex. This cannot be said to be an insignificant number.

6. There is no substance in the contention of violation of Section 9A of the Act is apparent from the facts of the case and therefore though it was unilateral stoppage of hardship allowance without giving any notice etc., since the record speaks that it has not become the conditions of service as such, this limb of the contention must fail.

7. However it does not mean that the Food Corporation should not have continued the grant of the same particularly when the employees continued to work in the same conditions which conditions even in the opinion of the Corporation were extremely difficult making these employees entitled to get the hardship allowance.

8. There might be various categories of employees working in Dehu Road complex. Looking to the tenor of the Industrial Dispute Act I am taking up the only controversy between the Food Corporation of India and those employees who fall within the definition of workman and none else.

Those do not fall in the definition have their own remedies open which they may or may not pursue.

9. It is therefore held that till the time the employees were/are serving in the Dehu Road complex, they shall be entitled to hardship allowance as declared at the time of declaring the allowance by the Food Corporation of India by their various circulars. From the date the whole complex is liquidated or from the date the employees were/are transferred to some other complex and posted somewhere else they shall cease to be entitled to hardship allowance.

Award accordingly.

No order as to costs.

M. A. DESHPANDE, Presiding Officer

[No. L-42011/19/81/FCI-D.IV(A)]

S.O. 3653.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Bombay in the industrial dispute between the employers in relation to the management of Messrs Chowgule and Company Private Limited, Mormugao Harbour, Goa and their workmen, which was received by the Central Government on the 29th September, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

Reference No. CGIT-2/2 of 1981

PRESENT :

Shri M. A. Deshpande, Presiding Officer.

PARTIES :

Employers in relation to Messrs Chowgule and Company Private Limited, Mormugao Harbour (Goa).

AND

Their Workmen.

APPEARANCES :

For the Employers—No appearance.

For the Workmen—No appearance.

INDUSTRY : Ports and Docks. **STATE :** Goa, Daman & Diu,

Bombay, the 13th September, 1982

AWARD

By their order No. L-36011/3/81-D.IV(A), dated 21-4-1981 under Section 10(1)(d) of the Industrial Disputes Act, 1947 the following dispute has been referred for adjudication:—

"Whether the management of Messrs Chowgule and Company Private Limited are justified in refusing employment to the undermentioned 18 Lime Handling Workers working on board m.v. "Maratha Transporter", with effect from 12th October, 1980? If not, to what relief are the concerned workmen entitled?"

S.No.	Name of the workmen
1.	Shri Kirhsa Bansikar
2.	Shri Uttom Pandhare
3.	Shri Raghoba R. Matkar
4.	Shri Ramdas Naik
5.	Shri Damodar R. Narvenkar
6.	Shri Yelgursih Kalaji
7.	Shri Pandurang Upaskar

S. No.	Name of the Workmen
8.	Shri Tukaram Batkar
9.	Shri O. K. Fernandes
10.	Shri Ladhoba Parsekar
11.	Shri Pravin Adarkar
12.	Shri Baban Churi
13.	Shri Ramesh Tari
14.	Shri Dilip Babrakar
15.	Shri Chandrakant Padnekar
16.	Shri Anthony Barreto
17.	Shri Shankar Sawant
18.	Shri Hussain Bagha

2. In all 18 workmen are involved and the contention of these workmen appears to be that the management of M/s. Chowgule and Company Private Limited was refusing employment to these Lime Handling workers working on board m.v. "Maratha Transhipper". This is alleged to have taken place with effect from 12-10-1980.

3. Despite several adjournments and due service of notice on the Union on behalf of the workmen no statement of claim has been filed in support of the contention. Against this, the contention of the management is that the jobs of these employees were of casual nature and not regular in nature and that they were working with the Transhipper as and when the work was available during the fair season. It is further alleged that in the month of October, 1980 though the workmen were asked to report for work they declined to do so with the result they could not be employed and that there was no termination of service nor that of any refusal to employ the workmen.

4. In view of the contention of the management which goes unrefuted, since as the facts stand the default is on the side of the workmen, they cannot make any capital out of non-employment so as to seek relief from the Tribunal.

5. The result is that the reference fails. No order as to cost.

M. A. DESHPANDE, Presiding Officer

[No. L.36011/3/81-D.IV(A)]

T. B. SITARAMAN, Desk Officer

बाणिज्य मंत्रालय

नई दिल्ली, 23 अक्टूबर, 1982

क्रा० भा० 3654.—केन्द्रीय सरकार ने जूट, सूत और जूट सुतली निर्यात (निरीक्षण) नियम, 1982 के नियम 11 के अनुसरण में नीचे दी गयी सारणी के स्तम्भ (2) में उल्लिखित व्यक्तियों को उसके स्तम्भ (1) की तत्स्थानी प्रविष्टियों में उल्लिखित निर्यात निरीक्षण अधिकरण के विनिश्चय के विरुद्ध उक्त नियम के अधीन अपीलों की सुनवाई के लिए विशेषज्ञों के पैनल के रूप में नियुक्त करती है।

परन्तु यह कि जहाँ उक्त पैनल में का कोई सदस्य किसी अपील की विषय-वस्तु में वैयक्तिक रूप से हितवद्ध है, तो वह अपील में संबंधित कार्यवाहियों में भाग नहीं लेगा।

सारणी

प्राधिकरण जिसके विनिश्चय के व्यक्ति, जिससे उस विशेषज्ञ पैनल का गठन विरुद्ध अपील की जा सकती है होगा जिसे अपील की जा सकती है

(1)	(2)
निर्यात निरीक्षण अधिकरण, कलकत्ता	1. जूट आयुक्त, 20 ब्रिटिश इंडियन स्ट्रीट, कलकत्ता-700 001 या उसका नाम निर्देशित पदेन अध्यक्ष।

(1)	(2)
	2. निदेशक, जूट प्राद्योगिक अनुसंधान प्रयोगशाला, 12 रीजेंट पार्क, कलकत्ता-20 पदेन
	3. निदेशक, इंडियन जूट इंडस्ट्रीज रिसर्च एसोसिएशन, 17, ताराटोला रोड, कलकत्ता-53 पदेन
	4. प्रतिनिधि, इंडियन जूट मिल्स एसोसिएशन रायल एक्सचेंज, 6, नेताजी सुभाष रोड, कलकत्ता-1 पदेन
	5. प्रतिनिधि, कलकत्ता जूट फैब्रिक शिपर्स एसोसिएशन, 6 नेताजी सुभाष रोड, कलकत्ता-1 पदेन
	6. संयुक्त निदेशक, निर्यात निरीक्षण अधिकरण 'बल्डट्रेड सेंटर' 14/1 बी० एजरा स्ट्रीट, कलकत्ता-1 पदेन संयोजक

[मिसिल सं० 6 (13)/74-ई०आई० एंड ई०पी०]

सी० बी० कुक्रेती, संयुक्त निदेशक

MINISTRY OF COMMERCE

New Delhi, the 23rd October, 1982

S.O. 3654.—In pursuance of rule 11 of the Export of Jute Yarn and Jute Twine (Inspection) Rules, 1982, the Central Government hereby appoints the persons mentioned in column (2) of the Table below as the panel of experts for the purpose of hearing appeals under the said rules, against the decision of Export Inspection Agency mentioned in the corresponding entry in column (1) thereof.

Provided that where a member of any of the said panel is personally interested in the subject-matter of any appeal he shall not take part in the proceeding relating to that appeal.

TABLE

Authority Against whose decision Appeal lies	Persons constituting the panel of experts to which Appeal lies
Export Inspection Agency, Calcutta.	1. Jute Commissioner, 20 British Indian Street, Calcutta-700 001 or his nominee—Ex-officio Chairman.
	2. Director, Jute Technological Research Laboratories, 12 Regent Park, Calcutta-20—Ex-officio.
	3. Director, Indian Jute Industries Research Association, 17, Taratola Road, Calcutta-53—Ex-officio.
	4. Representative, Indian Jute Mills Association, Royal Exchange 6, Netaji Subhash Road, Calcutta-1—Ex-officio.
	5. Representative, Calcutta Jute Fabric Shippers Association, 6 Netaji Subhash Road, Calcutta-1—Ex-officio.
	6. Joint Director, Export Inspection Agency, World Trade Centre 14/1B, Ezra Street, Calcutta-1. —Ex-officio.

[No. 6 (13)/74-EI&EP]

C. B. KUKRETI, Joint Director

नई दिल्ली, 7 जनवरी, 1982

न० आ० 3655—कर्मचारी राज्य बीमा निगम अधिनियम, 1918 (1918 का 34) की धारा 36 के अनुसरण में कर्मचारी राज्य बीमा निगम के वर्ष

कर्मचारी राज्य

1980-81 वर्ष के लेखे

31 मार्च, 1981 को समाप्त

व्यय

पिछला वर्ष (1979-80)	लेखा शीर्ष	राशि	जोड़
रुपये		रुपये	रुपये
	1. बीमाकृत व्यक्तियों तथा उनके परिवार को हितलाभ —		
	क. चिकित्सा हितलाभ :		
	(1) चिकित्सा देखरेख तथा प्रसूति सुविधाओं की व्यवस्था पर होने वाले खर्च में निगम के भेयर के रूप में राज्य सरकारों को अदायगिया	67,98,46,759 (क)	
60,23,42,106			
	(2) चिकित्सा देखरेख तथा प्रसूति सुविधाएं (निगम द्वारा प्रत्यक्ष रूप में किया गया व्यय)	3,80,04,311	
3,35,85,407			
63,59,27,513	जोड़ : क—चिकित्सा हितलाभ		71,78,51,070
	ख. नकद हितलाभ :		
42,96,75,462	1. बीमारी हितलाभ	49,22,14,448 (ख)	
3,25,97,884	2. विस्तारित बीमारी हितलाभ :	3,81,03,310	
6,51,570	3. परिवार नियोजन के लिए वधित बीमारी हितलाभ	8,60,370	
1,94,90,537	4. प्रसूति हितलाभ	2,11,06,412	
	5. अपंगता हितलाभ :		
6,93,67,776	(क) अस्थायी	8,66,57,170	
6,50,83,000	(ख) स्थायी (पूजीकृत मूल्य)	11,70,86,560	} (ग)
1,76,48,000	6. आश्रितजन हितलाभ (पूजीकृत मूल्य)	4,70,94,440	
10,08,398	7. अन्येष्टि हितलाभ	10,22,266	
63,55,22,627	जोड़ : ख—नकद हितलाभ		80,41,44,976
1,27,14,50,140	आगे ले जाया गया जोड़		152,19,96,046

(क) अनुबंध 1 में व्याख्यात्मक टिप्पणियों का पैरा 1.1 देखिये।

(ख) अनुबंध 1 में व्याख्यात्मक टिप्पणियों का पैरा 1.2 देखिये।

(ग) अनुबंध 1 में व्याख्यात्मक टिप्पणियों का पैरा 1.3 देखिये।

1980-81 संबंधी परीक्षित लेखों तथा उनके सम्बन्ध में लेखा-परीक्षा रिपोर्टें ग्राम सूचना के लिए प्रकाशित की जाती हैं।

बीमा निगम

तथा लेखा-परीक्षा-रिपोर्टें

वर्ष का आय-व्यय लेखा

पिछला वर्ष (1979-80)	लेखा शीर्ष	आय	
		राशि	जोड़
रुपये		रुपए	रुपए
	1. अंशदान		
1,58,68,28,298	नियोजक तथा कर्मचारियों के शेयर	1,78,79,01,620(घ)	
15,72,055	केवल नियोजकों का शेयर	21,78,710(ङ)	
77,46,520	केवल कर्मचारियों का शेयर	58,41,539(च)	
14,57,288	अंशदानों पर ब्याज	17,34,671	
1,59,76,04,161	कुल अंशदान		179,76,56,540
28,21,875	निगम द्वारा चिकित्सा हितलाभ पर प्रारंभ में किए गए व्यय में राज्य सरकार/ संघ राज्य क्षेत्रों का शेयर	29,53,125	29,53,125
	अन्य राजस्व शीर्ष :-		
4,83,70,143	ब्याज तथा साधना	4,62,47,832(ज)	
48,42,590	क्षतिपूर्ति	2,97,67,004(झ)	
	किराया, दर तथा कर :-		
7,92,757	(1) निगम के कार्यालय (स्टाफ क्वार्टरों सहित)	8,30,839	
3,85,18,880	(2) अस्पताल, प्रीमियरालय तथा स्टाफ क्वार्टर	4,77,84,380	
32,52,980	शुल्क, जूमाना तथा समग्रहरण	45,01,668(ञ)	
17,00,879	विविध	24,11,553(ट)	
9,74,78,229	अन्य राजस्व शीर्षों का जोड़		13,15,43,276
1,69,79,04,265	आगे ले जाया गया जोड़		1,93,21,52,941

- घ. अनुबंध 1 में व्याख्यात्मक टिप्पणियों का पैरा 1.4 देखिये।
 ङ. अनुबंध 1 में व्याख्यात्मक टिप्पणियों का पैरा 1.5 देखिये।
 च. अनुबंध 1 में व्याख्यात्मक टिप्पणियों का पैरा 1.6 देखिये।
 छ. अनुबंध 1 में व्याख्यात्मक टिप्पणियों का पैरा 1.7 देखिये।
 ज. अनुबंध 1 में व्याख्यात्मक टिप्पणियों का पैरा 1.8 देखिये।
 झ. अनुबंध 1 में व्याख्यात्मक टिप्पणियों का पैरा 1.9 देखिये।

पिछला वर्ष (1978-80)	लेखा शीर्ष	राशि	जोड़
रुपये		रुपए	रुपए
1,27,14,50,140	पीछे से लाया गया जोड़		1,52,19,86,046
	ग—अन्य हितलाभ :—		
7,523	(क) अपंग बीमाकृत व्यक्तियों के पुनर्वास पर व्यय	11,223	
4,48,754	(ख) चिकित्सा बोर्ड तथा अपील अधिकरण	4,87,584	
	(ग) बीमाकृत व्यक्तियों को प्रदायगिया :—		
3,57,660	(1) सवारी खर्च तथा /या मजदूरी की हानि	4,53,136	
	(2) परिवार नियोजन के अंतर्गत प्रासंगिक व्यय	—अ	
9,18,182	(घ) विविध	12,15,483	
17,32,119	जोड़ : ग—अन्य हितलाभ	21,68,406	
1,27,31,82,259	बीमाकृत व्यक्तियों तथा उनके परिवारों को कुल हितलाभ		1,52,41,64,452
	2. प्रशासन व्यय :—		
	क—अधीक्षण		
69,013	1. निगम, स्थायी समिति, क्षेत्रीय बोर्ड आदि	99,181	
1,98,232	2. प्रधान अधिकारी	3,03,153	
61,73,200	3. अन्य अधिकारी	75,19,346	
3,36,26,149	4. लिपिकवर्गीय स्थापना	4,20,53,648	
54,26,092	5. घुप घ स्टाफ	65,58,594	
1,21,06,975	6. आकस्मिक व्यय	1,58,93,144	
5,75,99,661	जोड़ :—क—अधीक्षण	7,24,27,066	
	ख—क्षेत्रीय कार्य :—		
19,00,798	1. अधिकारी	23,76,276	
3,33,56,058	2. लिपिक वर्गीय स्थापना	4,03,31,355	
50,71,313	3. घुप घ स्टाफ	61,62,100	
39,49,877	4. आकस्मिक व्यय	48,00,078	
4,42,78,046	जोड़ : ख—क्षेत्रीय कार्य		5,36,69,808
1,37,50,59,986	आगे ले जाया गया जोड़		1,65,02,61,327

पिछला वर्ष (1979-80)	लेखा शीर्ष	राशि	जोड़
रुपये 1,69,79,04,265	भीछे से लाया गया जोड़	रुपये	रुपये 1,93,21,52,941

पिछला वर्ष (1979-80)	लेखा	शीर्ष	राशि	जोड़
रुपये			रुपये	रुपये
1,37,50,59,966	पीछे से लाया गया जोड़			1,63,02,61,327
	ग. अन्य खर्च:—			
4,85,068	1. कानूनी खर्च		4,75,220	
53,445	2. बीमा न्यायालय		77,728	
1,37,783	3. प्रचार तथा विज्ञापन खर्च		1,19,514	
99,226	4. बैंक लेखे रखने के लिए खर्च		32,212-ड	
2,16,298	5. लेखा परीक्षा फीस		2,42,000	
1,07,964	8. छुट्टी वेतन तथा पेंशन ग्रंथवान		74,064	
3,70,872	7. कार्यालय भवन/स्टाफ कार का मूल्यह्रास		4,07,942	
9,93,727	8. कार्यालय भवनों की मरम्मत तथा अनुरक्षण		16,31,768	
	9. सेवा निवृत्ति लाभ:—			
53,42,509	क. निगम के कर्मचारियों के लिए पेंशन प्रारक्षित निधि		66,58,890—ड	
39,401	ख. क० रा० बी० निगम भविष्य निधि में निगम का ग्रंथवान		34,480	
37,01,309	ग. क० रा० बी० निगम भविष्य निधि में दिया गया ब्याज		46,11,760	
1,57,579	घ. प्रोत्साहन बोनस		1,97,993	
35,000	10. अनुकंपा प्रारक्षित निधि		35,000	
90,000	11. भविष्य निधि जमा से जुड़ी बीमा निधि		90,000	
9,000	12. हानियाँ		1,000	
39,532	13. विविध		10,539—ड	
..	14. अनुग्रही प्रदायनी		2,45,448	
1,18,78,713	जोड़-ख—अन्य खर्च			1,49,45,338
11,37,56,420	जोड़ शीर्ष-2—प्रशासन व्यय			14,10,42,21
	3. अस्पताल और औषधालय:—			
47,88,913	1. अस्पताल भवनों के मूल्यह्रास के लिए धन व्यवस्था जो निधि में अन्तर्गत की गई		46,41,490	
1,38,87,848	2. अस्पताल/औषधालयों की मरम्मत तथा अनुरक्षण के लिए धन व्यवस्था जो निधि में अन्तर्गत की गई		1,85,65,960	
1,86,76,761	जोड़—शीर्ष 3—अस्पताल तथा औषधालय			2,32,07,450
	4. पूंजीगत निर्माण/प्रापात प्रारक्षित निधि:—			
15,97,60,416	1. पूंजी गत निर्माण		17,92,83,129—ड	
2,65,03,682	2. प्रापात प्रारक्षित निधि		1,28,91,140-ग	
	जोड़ शीर्ष 4—पूंजीगत निर्माण/प्रापात प्रारक्षित निधि			19,21,74,269
18,62,64,098	राजस्व लेखे में कुछ व्यय			1,88,05,88,384
1,59,18,79,538	व्यय से अधिक आय को तुल्य पत्र में ले जाना			5,15,64,557
10,60,24,727				

1,69,79,04,266

कुल—जोड़

1,93,21,52,941

- ट. अनुबन्ध 1 में व्याख्यात्मक टिप्पणियों का पैरा 1.11 देखिए।
 ठ. अनुबन्ध 1 में व्याख्यात्मक टिप्पणियों का पैरा 1.12 देखिए।
 ड. अनुबन्ध 1 में व्याख्यात्मक टिप्पणियों का पैरा 1.13 देखिए।
 ढ. अनुबन्ध 1 में व्याख्यात्मक टिप्पणियों का पैरा 1.14 देखिए।
 न. अनुबन्ध 1 में व्याख्यात्मक टिप्पणियों का पैरा 1.15 देखिये।

पिछला वर्ष (1979-80)	लेखा शीर्ष	राशि	जोड़
रुपए		रुपए	रुपए
1,69,79,04,265	पीछे से लाया गया जोड़		1,93,21,52,941

1,69,79,04,265

कुल जोड़

1,93,21,52,941

(आई० सी० सरीन)

वित्तीय सलाहकार एवं मुख्य लेखा अधिकारी
कर्मचारी राज्य बीमा निगम

कर्मचारी राज्य

31 मार्च, 1981 की स्थिति

पिछला वर्ष (1979-80)	देयताएं	राशि	जोड़
रुपए		रुपए	रुपए
1,56,96,49,187	व्यय से अधिक आय का प्रतिशेष		
10,60,24,727	पिछले तुलन-पत्र के अनुसार	1,67,56,73,914	
1,67,56,73,914	वर्ष के दौरान संचयन	5,15,64,557	1,72,72,38,471
	आरक्षित निधियां		
	1. पूंजीगत निर्माण आरक्षित निधि		
74,89,66,131	पिछले तुलनपत्र के अनुसार	92,25,45,790	
15,97,60,416	जोड़-वर्ष में की गई धन व्यवस्था	17,92,83,129	
1,38,19,243	निवेशों से प्राप्त व्याज	1,21,93,541	
92,25,45,790			1,11,40,22,460क
	2. स्थायी (आंशिक तथा पूर्ण) अपगता हितलाभ आरक्षित निधि		
18,62,85,906	पिछले तुलनपत्र के अनुसार	20,05,65,536	
6,50,83,000	वर्ष में की गई धन व्यवस्था	11,70,86,560	
70,66,776	निवेशों से प्राप्त व्याज	51,74,501	
(--) 5,78,70,146	घटाएं-वर्ष में की गई अदायगियां	(--) 7,28,95,970	
20,05,65,536			24,99,30,627
	3. आश्रितजन हितलाभ आरक्षित निधि		
10,51,06,740	पिछले तुलनपत्र के अनुसार	11,48,82,890	
1,76,48,000	वर्ष में की गई धन व्यवस्था	4,70,94,440	
39,87,292	निवेशों से प्राप्त व्याज	29,63,944	
(--) 1,18,59,142	घटाएं-वर्ष में की गई अदायगियां	(--) 1,40,82,431	
11,48,82,890			15,08,58,843
	4. कर्मचारी राज्य बीमा निगम भविष्य निधि	ख--ख	
4,88,54,926	पिछले तुलनपत्र के अनुसार	5,21,25,066	
1,38,09,901	जोड़-वर्ष में जमा की गई राशि		
39,401	(1) कर्मचारियों का अंशदान	1,74,10,941	
37,01,309	(2) निगम का अंशदान	(--), 140,837	
1,57,579	(3) कर्मचारी तथा निगम के शेयरों पर व्याज	46,11,760	
--	(4) प्रोत्साहन बोनस	1,97,993	
6,65,63,116	(5) संलग्नाई धस्ता जमा	42,688	
	इन शीर्षों का भार ले आया गया जोड़	7,42,47,611	
2,91,36,68,130	आगे ले आया गया जोड़		3,24,20,50,401

क. विवरण क से आय तथा अदायगी लेखा देखिये।

खख--विवरण क देखिए।

बोसा निगम का तुलनपत्र		परिसम्पत्तियाँ	राशि	जोड़
पिछला वर्ष (1979-80)	रुपये		रुपये	रुपये
		भूमि तथा भवन (निगम के पूर्ण स्वामित्व में)		
		(क) निगम कार्यालयों के लिए भवन		
	3,09,71,171	पिछले तुलनपत्र के अनुसार	3,74,60,522	
	64,89,351	वर्ष के दौरान वृद्धि	58,00,343	
	3,74,60,522	जोड़ (क)	4,32,60,865	
		(ख) अस्पताल तथा औषधालय		
	43,05,68,012	पिछले तुलनपत्र के अनुसार	51,04,34,244	
	7,98,66,232	वर्ष के दौरान वृद्धि	11,62,71,495	
	51,04,34,244	जोड़ (ख)	62,67,05,739	
	54,78,94,766			66,99,66,604 (ख)
		भूमि तथा भवन (निगम तथा राज्य सरकारों के संयुक्त स्वामित्व में) निगम का शेयर		
		अस्पताल तथा औषधालय		
	9,26,807	पिछले तुलनपत्र के अनुसार	11,85,085	
	2,58,278	वर्ष के दौरान वृद्धि	—	
	11,85,085			11,85,085
		पूँजीगत व्यय के लिए दी गई राशि		
		(क) सामान्य रोकड़ शेष में से दी गई राशि		
	4,03,95,046	पिछले तुलनपत्र के अनुसार	3,62,43,678	
	—	जोड़—वर्ष में की गई अदायगियाँ	—	
	(—) 41,51,368	घटाएँ—समायोजन तथा वसूलियाँ	(—) 1,72,85,841	
	3,62,43,678	जोड़—(क)	1,89,57,837	
		(ख) पूँजीगत निर्माण आरक्षित निधि में से दी गई राशि		
	15,87,69,716	पिछले तुलनपत्र के अनुसार	14,14,36,660	
	6,63,80,460	जोड़—वर्ष में की गई अदायगियाँ	10,40,62,365	
	(—) 8,37,13,516	घटाएँ—समायो जन तथा वसूलियाँ	(—) 10,79,93,086	
	14,14,36,660	जोड़ (ख)	13,75,05,939	
	17,76,80,338			15,64,63,776
		स्टाफ कारें		
	5,65,196	पिछले तुलनपत्र के अनुसार	5,65,196	
	—	वर्ष के दौरान संवयन	—	
	5,65,196			5,65,196
72,73,25,385		आगे ले जाया गया जोड़		82,81,80,661

पिछला वर्ष (1979-80)	व्ययताये	राशि	जोड़
रुपये		रुपये	रुपये
2,91,36,68,130	पीछे से लाया गया जोड़		3,24,20,50,401
6,65,63,116	उप शीर्ष का पीछे से लाया गया जोड़	7,42,47,611	
(—) 1,06,61,268	घटाएँ—वर्ष में की गई अवायवियाँ	(—) 1,21,46,947	
	घटाएँ—निम्नलिखित में प्रदर्शित राशि		
(—) 37,41,674	1. पेंशन प्रारक्षित निधि	(—) 1,74,471	
(—) 35,108	2. अवायवी जमा राशि	(—) 33,762	6,18,92,431
5,21,25,066			
	5. भविष्य निधि जमा से जुड़ी बीमा निधि		
1,08,482	पिछले तुलनपत्र के अनुसार	1,65,923	
90,000	वर्ष में की गई धन व्यवस्था	90,000	
4,055	निवेशों से प्राप्त ब्याज तथा लाभ	4,270	
(—) 36,614	घटाएँ—वर्ष में की गई अवायवियाँ	(—) 66,716	
1,65,923			1,93,477
	6. कर्मचारी राज्य बीमा निगम—ग्रुप बीमा निधि		
75,880	पिछले तुलनपत्र के अनुसार	4,38,687	
4,93,928	वर्ष के दौरान प्राप्त प्रमोशन	5,63,902	
2,857	निवेशों से प्राप्त ब्याज तथा लाभ	11,329	
65,000	जीवन बीमा निगम से प्राप्त राशि	63,000	
(—) 1,88,858	घटाएँ—जीवन बीमा निगम को दिया गया प्रीमियम	(—) 1,47,356	
(—) 10,000	लाभान्वितियों को दी गई बीमित राशि	(—) 1,64,614	
(—) 120	सेवा निवृत्ति पर दिया गया बचोबस्ती लाभ	(—) 2,556	
4,38,687			7,66,392
	7. निगम कार्यालय भवनों (स्टाफ क्वार्टरों सहित) की मूल्यह्रास प्रारक्षित निधि		
35,64,911	पिछले तुलनपत्र के अनुसार	40,42,890	
3,42,670	वर्ष में की गई धन व्यवस्था	4,07,942	
1,35,309	निवेशों से प्राप्त ब्याज तथा लाभ	1,04,332	
40,42,890			45,55,164
	8. अस्पताल भवनों की मूल्यह्रास प्रारक्षित निधि		
3,98,78,158	पिछले तुलनपत्र के अनुसार	4,61,79,807	
47,88,913	वर्ष में की गई धन व्यवस्था	46,41,490	
15,12,736	निवेशों से प्राप्त ब्याज	11,91,428	
4,61,79,807			5,20,12,725
	9. स्टाफ कारों की मूल्य ह्रास प्रारक्षित निधि		
6,12,202	पिछले तुलनपत्र के अनुसार	6,21,714	
28,202	वर्ष में की गई धन व्यवस्था	—	
23,136	निवेशों से प्राप्त ब्याज	10,013	
(—) 41,826	घटाएँ—वर्ष में की गई अवायवियाँ		
6,21,714			6,37,727
3,01,72,42,217	घाने से जाया गया जोड़		3,36,21,08,317

पिछला वर्ष (1979-80)	परिमित्तियाँ	राशि	जोड़
रुपये		रुपये	रुपये
72 73,25,385	पीछे से लाया गया जोड़		82,81,80,661
	निगम के कार्यालय अध्यक्षों को स्थायी पेशगी		
86 911	पिछले तुलनपत्र के अनुसार	91,031	
5 120	जोड़ें—वर्ष में की गई अदायगियाँ	10,305	
(—) 1,000	घटाएँ—वर्ष में की गई वसूलियाँ	(—) 2	
91 031			1,01,334
	निगम के कर्मचारियों को स्थानान्तरण पर वेतन की अग्रिम अदायगी		
28,547	पिछले तुलनपत्र के अनुसार	74,013	
1,51 396	जोड़ें—वर्ष में की गई अदायगियाँ	1,31,250	
(—) 1 05 930	घटाएँ—वर्ष में की गई वसूलियाँ	(—) 1,44,440	
74,013			60,823
	निगम के कर्मचारियों को स्थानान्तरण पर यात्रा भत्ते की अग्रिम अदायगी		
95,064	पिछले तुलनपत्र के अनुसार	1,11,854	
1,54,562	जोड़ें—वर्ष में की गई अदायगियाँ	1,82,556	
(—) 1 37 772	घटाएँ—वर्ष में की गई वसूलियाँ	(—) 1,64,788	
1,11 854 —			1,29,622
72,76 02,283	पीछे से लाया गया जोड़		82,84 72,410
	निगम के कर्मचारियों को		
	बाढ़न खरीदने के लिए पेशगी		
13,54 727	पिछले तुलनपत्र के अनुसार	15 66,591	
9,78,021	जोड़ें—वर्ष में की गई अदायगियाँ	11,00,981	
(—) 7,66 157	घटाएँ—वर्ष में की गई वसूलियाँ	(—) 8,54,256	
15 66,591			18,13,316
	निगम के कर्मचारियों को विविधि पेशगियाँ		
	(स्थायी पेशगियाँ, बाढ़ पेशगियाँ तथा पक्का पेशगियाँ)		
28,99,729	पिछले तुलनपत्र के अनुसार	21,98,872	
18,73,966	जोड़ें—वर्ष में की गई अदायगियाँ	19,46,619	
(—) 25,73,823	घटाएँ—वर्ष में की गई वसूलियाँ	(—) 23,62,668	
21,98,872			17 82,823
99,57,060	गृह निर्माण पेशगी पिछले तुलनपत्र के अनुसार	1,09,50,908	
26,39,100	जोड़ें—वर्ष में की गई अदायगियाँ	33,41,634	
(—) 16 45,252	घटाएँ—वर्ष में की गई वसूलियाँ	(—) 16,26,460	
1 09 50,908			1,26,66,082
	राज्य सरकारों की ओर से अग्रिम अदायगियाँ		
1,327	पिछले तुलनपत्र के अनुसार	2,239	
1,860	जोड़ें—वर्ष में की गई अदायगियाँ	1,457	
(—) 948	घटाएँ—वर्ष में की गई वसूलियाँ	1,833	
2 239			1,863

पिछला वर्ष (1979-80)	देवनागं	राशि	जोड़
रुपये		रुपये	रुपये
3,01,72,42,217	पीछे से लाया गया जोड़		336,21,08,317
	10. निगम के कार्यालय भवनों (स्टाफ क्वार्टरों सहित) की मरम्मत व अनुरक्षण आरक्षित निधि		
56,12,696	पिछले तुलनपत्र के अनुसार	59,79,681	
9,93,727	वर्ष में की गई धन व्यवस्था	16,31,768	
1,06,735	निवेशों से प्राप्त ब्याज	67,183	
(—) 7,33,477	घटाएँ—व्यय के प्रमाणित विवरणों की प्राप्ति पर		
59,79,681	समायोजित राशि	(—) 10,97,198	65,81,434 ग
	11. अस्पताल भवनों की मरम्मत व अनुरक्षण आरक्षित निधि		
8,19,81,321	पिछले तुलनपत्र के अनुसार	9,18,63,917	
1,38,87,848	वर्ष में की गई धन व्यवस्था	1,85,65,960	
20,47,060	निवेशों से प्राप्त ब्याज	14,52,615	
(—) 60,52,312	घटाएँ—व्यय के प्रमाणित विवरणों की प्राप्ति पर		
9,18,63,917	समायोजित राशि	(—) 1,05,24,590	10,13,57,902 ग
	12. निगम के कर्मचारियों के लिए पेंशन आरक्षित निधि		
829,87,739	पिछले तुलनपत्र के अनुसार	9,39,19,784	
60,22,295	वर्ष में की गई धन व्यवस्था	79,65,223	
31,48,153	निवेशों से प्राप्त ब्याज	24,23,136	
(—) 19,80,077	घटाएँ—वर्ष में की गई अदायगियां		
37,41,674	अदायगियां	(—) 32,96,010	
9,39,19,784	जोड़ें—कर्मचारी राज्य बीमा निगम भविष्य निधि से अंतरित राशि	—	10,10,12,133
	13. घापात आरक्षित निधि		
34,94,27,240	पिछले तुलनपत्र के अनुसार	38,91,86,254	
2,65,03,682	वर्ष में की गई धन व्यवस्था	1,28,91,140	
1,32,55,332	निवेशों पर वसूल किया गया ब्याज		
38,91,86,254	वसूली पर लाभ	(—) 7,480	40,20,69,914
	14. निगम के कर्मचारियों के लिए अनुकंपा आरक्षित निधि		
27,768	पिछले तुलनपत्र के अनुसार	26,302	
35,000	वर्ष में की गई धन व्यवस्था	35,000	
1,013	निवेशों से प्राप्त ब्याज	6,40	
(—) 37,479	घटाएँ—वर्ष में की गई अदायगियां	(—) 36,969	
26,302			24,973
	जमा राशि प्रतिभूतियों की जमा राशि		
5,94,014	पिछले तुलनपत्र के अनुसार	8,9,797	
6,90,720	जाड़ें—वर्ष में जमा राशि	6,47,581	
(—) 3,86,937	घटाएँ—वर्ष में लौटाई गई जमा राशि	(—) 5,82,019	
8,97,797			9,63,359
	अन्य पार्टियों का देय बिलों से कटौती		
57,378	पिछले तुलनपत्र के अनुसार	80,774	
15,98,313	जाड़ें—वर्ष में जमा की गई राशि	14,27,950	
15,74,917	घटाएँ—वर्ष में की गई अदायगियां	(—) 14,52,766	
80,774			55,958
	कर्मचारी राज्य बीमा निगम भविष्य निधि में अदायी जमा राशि		
25,253	पिछले तुलनपत्र के अनुसार	51,115	
35,108	जाड़ें—वर्ष में जमा की गई राशि	33,762	
(—) 9,246	घटाएँ—वर्ष में की गई अदायगियां	(—) 10,279	
51,115			74,598
3,59,92,47,841	आगे ले जाया गया जोड़		3,97,42,48,588

ग. विवरण ख में आय तथा अदायगी लेखा देखिये।

घ. विवरण ग में आय तथा अदायगी लेखा देखिये।

पिछला वर्ष (1979-80)	परिसम्पत्तियां	राशि	जोड़
रुपये		रुपये	रुपये
74,23,20,893	पीछे से लाया गया जोड़		84,47,36,524
	निगम के अस्पतालों/श्रीषधालयों/कार्यालयों तथा स्टाफ		
	क्वार्टरों की मरम्मत तथा अनुग्रहण की वाबत राज्य सरकारों/राज्य		
	लोक निर्माण विभाग आदि को दी गई राशि		
	(क) निगम के कार्यालय		
28,00,546	पिछले तुलन पत्र के अनुसार	33,76,345	
11,17,049	जोड़ें—वर्ष में की गई अदायगियां	10,53,797	
(—) 5,41,250	घटाएं—नकद वापसियां	(—) 13,49,467	
33,76,345			30,80,675
	(ख). अस्पताल/श्रीषधालय/अनैविसियां		
2,80,17,996	पिछले तुलनपत्र के अनुसार	3,55,64,187	
1,11,27,409	जोड़ें—वर्ष में की गई अदायगियां	83,79,234	
(—) 35,85,218	घटाएं—नकद वापसियां	(—) 86,57,585	
3,55,60,187			3,57,86,836
	विविध प्रशगियां इ		
15,49,008	पिछले तुलनपत्र के अनुसार	27,05,390	
30,43,537	जोड़ें—वर्ष में की गई अदायगियां	33,89,984	
(—) 23,87,155	घटाएं—वर्ष में प्राप्तियां	(—) 31,82,720	
22,05,390	राज्य सरकारों को कर्जें व		24,12,654
2,48,00,967	पिछले तुलनपत्र के अनुसार	2,22,88,834	
—	जोड़ें वर्ष की गई अदायगियां	—	
(—) 20,17,133	घटाएं—राज्य सरकारों द्वारा लौटाई गई राशि	(—) 28,22,167	
2,22,88,834			1,94,66,667
	प्रेषण नकद प्रेषण छ		
(—) 22,45,890	पिछले तुलनपत्र के अनुसार	(—) 5,08,87,464	
3,40,35,52,264	जोड़ें—वर्ष में क्रेडिट	388,72,99,847	
(—) 3,45,21,93,838	घटाएं—अवर्ष में क्रेडिट	(—) 383,87,62,327	(—) 23,49,944
5,08,87,464			
	अन्य प्रेषण अ		
	विनियम लेखा		
(—) 60,401	पिछले तुलनपत्र के अनुसार	1,23,18,655	
14,96,99,900	जोड़ें—वर्ष में क्रेडिट	1,25,24,460	
(—) 13,74,20,844	घटाएं—वर्ष में क्रेडिट	(—) 11,31,37,336	
1,22,18,655			16,05,779
	लागत पर निवेश		
	1. पूंजीगत निर्माण प्रारंभित निधि		
36,42,88,655	पिछले तुलनपत्र के अनुसार	47,26,24,460	
10,83,35,805	जोड़ें—वर्ष में किए गए निवेश	9,15,54,808	
—	घटाएं—निवेश की परिपक्वता या बिक्री पर बसूली	—	
47,26,24,460			56,41,79,268
	2. स्थायी (आंशिक या पूर्ण) अवंगत हितलाभ प्रारंभित निधि		
18,62,85,906	पिछले तुलन पत्र के अनुसार	20,05,65,536	
1,42,79,630	जोड़ें—वर्ष में किए गए निवेश	4,93,65,091	
—	घटाएं—निवेशों की परिपक्वता या बिक्री पर बसूली	—	
20,05,65,536			24,99,30,627
	3. आश्रितजन हितलाभ प्रारंभित निधि		
10,51,06,740	पिछले तुलन पत्र के अनुसार	11,48,82,890	
97,76,150	जोड़ें—वर्ष में किए गए निवेश	3,59,75,953	
—	घटाएं—निवेशों की परिपक्वता या बिक्री पर बसूली	—	
11,48,82,890			15,08,58,843
1,55,51,55,726	आगे से लाया गया जोड़		1,86,97,02,929

क. अनुबन्ध 2 में व्याख्यात्मक टिप्पणियों का पैरा 2.2 देखिये।

ख. अनुबन्ध 2 में व्याख्यात्मक टिप्पणियों का पैरा 2.3 देखिये।

छ. अनुबन्ध 2 में व्याख्यात्मक टिप्पणियों का पैरा 2.4 देखिये।

ज. अनुबन्ध 7 में व्याख्यात्मक टिप्पणियों का पैरा 2.0 देखिये।

वित्तवर्ष (1979-80)	वेवताए	राशि	जाड
रुपये		रुपये	रुपये
3,60,92,47,841	पीछे से लाया गया जोड़		3,97,42,48,588
	परिवार नियोजन परियोजना के लिए अन्तराष्ट्रीय श्रम संगठन से प्राप्त जमा राशि		
	पिछले तुलनपत्र के अनुसार	--	
4,25,000	जाड़े—वर्ष में जमा राशि	--	
(--) 4,25,000	घटाए—परिवार नियोजन परियोजना को की गई अदायगियां	--	
	शिविध जमा राशि		
5,85,608	पिछले तुलन पत्र के अनुसार	17,97,342	
30,92,265	जाड़े—वर्ष में प्राप्त जमा राशि	21,79,184	
(--) 18,80,531	घटाए—वर्ष में लौटाई/समायोजित की गई जमा राशि	(--) 18,59,759	
17,97,342			21,16,767
3,60,10,45,183	आगे से लाया गया जोड़		3,97,63,65,355

पिछला वर्ष (1979-80)	परिसम्पत्तियाँ	राशि	जोड़
रुपये		रुपये	रुपये
1,55,51,55,726	पीछे से लाया गया जोड़		1,86,97,02,929
	4. कर्मचारी राज्य बीमा निगम अविध्य निधि		
4,88,54,926	पिछले तुलन पत्र के अनुसार	5,21,25,066	
37,78,140	जोड़ें—वर्ष में किए गए निवेश	97,67,365	
	घटाएं—निवेशों की परिपक्वता या बिक्री पर बसूली		
5,21,25,066			6,18,93,431
	5. अविध्य निधि जमा से जुड़ी बीमा आरक्षित निधि		
1,08,482	पिछले तुलन पत्र के अनुसार	1,65,923	
57,441	जोड़ें—वर्ष में किए गए निवेश	27,554	
--	घटाएं—निवेशों की परिपक्वता या बिक्री पर बसूली	--	
1,65,923			7,66,392
	6. ग्रुप बीमा निधि		
70,880	पिछले तुलन पत्र के अनुसार	4,38,687	
3,62,807	जोड़ें—वर्ष में किए गए निवेश	3,27,705	
--	घटाएं—निवेशों की परिपक्वता या बिक्री पर बसूली	--	
4,38,687			7,66,392
	7. निगम के कार्यालय भवनों (स्टाफ क्वार्टरों सहित) की मूल्यह्रास आरक्षित निधि		
35,64,911	पिछले तुलन पत्र के अनुसार	40,42,890	
4,77,979	जोड़ें—वर्ष में किए गए निवेश	5,12,274	
--	घटाएं—निवेशों की परिपक्वता या बिक्री पर बसूली	--	
40,42,890			45,55,164
	8. अस्पताल भवनों की मूल्यह्रास आरक्षित निधि		
3,98,78,158	पिछले तुलन पत्र के अनुसार	4,61,79,807	
63,01,649	जोड़ें—वर्ष में किए गए निवेश	58,32,918	
--	घटाएं—निवेशों की परिपक्वता या बिक्री पर बसूली	--	
4,61,79,807			5,20,12,725
	9. स्टाफ कारों की मूल्यह्रास आरक्षित निधि		
6,12,202	पिछले तुलन पत्र के अनुसार	6,21,714	
9,512	जोड़ें—वर्ष में किए गए निवेश	16,013	
--	घटाएं—निवेशों की परिपक्वता या बिक्री पर बसूली	--	
6,21,714			6,37,727
	10. निगम के कार्यालय भवनों (स्टाफ क्वार्टरों सहित) की मरम्मत व अनुरक्षण आरक्षित निधि		
28,12,150	पिछले तुलन पत्र के अनुसार	26,03,326	
--	जोड़ें—वर्ष में किए गए निवेश	8,97,422	
(--)	घटाएं—निवेशों की परिपक्वता या बिक्री पर बसूली	--	
2,08,814			35,00,758
26,03,336			
	11. अस्पताल भवनों की मरम्मत व अनुरक्षण आरक्षित निधि		
5,39,63,325	पिछले तुलन पत्र के अनुसार	5,63,03,730	
23,40,405	जोड़ें—वर्ष में किए गए निवेश	92,72,336	
--	घटाएं—निवेशों की परिपक्वता या बिक्री पर बसूली	--	
5,63,03,730			6,55,76,066
1,71,78,36,879	भाग ले जाया गया जोड़		2,05,88,37,669

पिछला वर्ष (1979-80)	देयताएं	राशि	जोड़
रुपये		रुपए	रुपए
3,60,10,45,183	पीछे से लाया गया जोड़		3,97,63,65,355

3,60,10,45,183

कुल जोड़

3,97,63,65,355

नई दिल्ली,

दिनांक 30 मई, 1981

पिछला वर्ष 1979-80)	परिचयिका	राशि	जोड़
रुपए		रुपये	रुपये
1,71,76,36,879	पीछे से लाया गया जाड़		2,05,88,37,669
	12 निगम के कर्मचारियों के विप. पेंशन आरक्षित निधि		
8,29,87,749	पिछले तुलन पत्र के अनुसार	9,39,19,784	
1,09,32,045	जोड़े-वर्ष में किए गए निवेश	70,92,349	
—	घटाए-निवेशों की परिपक्वता या बिक्री पर बसूली	—	
9,39,19,784			10,10,12,133
	13 आपात आरक्षित निधि		
34,94,27,240	पिछले तुलन पत्र के अनुसार	38,91,86,254	
3,97,59,014	जोड़े- वर्ष में किए गए निवेश	1,28,83,660	
—	घटाए-निवेशों की परिपक्वता या बिक्री पर बसूली	—	
38,91,86,254			40,20,69,914
	14 अनुकम्पा आरक्षित निधि		
27,768	पिछले तुलन पत्र के अनुसार	26,302	
(—) 1,466	जोड़े-वर्ष में किए गए निवेश (—)	1,329	
—	घटाए-निवेशों की परिपक्वता या बिक्री पर बसूली	—	
26,302			24,973
	सामान्य रोकड़ शेष		
1,19,17,73,449	पिछले तुलन पत्र के अनुसार निवेश	1,32,48,09,752	
76,95,16,003	जोड़े-वर्ष में किए गए निवेश	23,92,91,938	
(—) 63,64,79,700	घटाए-निवेशों की परिपक्वता या बिक्री पर बसूली	(—) 24,34,38,473	
1,32,48,09,752			1,32,06,63,217
48,82,242	हाथ रोकड़	53,68,804	
7,05,83,970	बैंक के पास रोकड़	8,83,88,645	
7,54,66,212			9,37,57,449
1,40,02,75,964	कुल रोकड़ शेष		1,41,44,20,666
3,60,10,45,183	कुल जोड़		3,97,63,65,355

आई० सी० मरीन,

वित्तीय सलाहकार एवं मुख्य लेखा अधिकारी
कर्मचारी राज्य बीमा निगम

अ अनुबन्ध 2 में व्याख्यात्मक टिप्पणियों का पैरा 2.6 देखिए।

कामन सील

कर्मचारी राज्य बीमा निगम

नई दिल्ली, दिनांक 15 दिसम्बर, 1981

मेरे समक्ष मुद्रांकित

(हर मन्वर सिंह) महानिदेशक

विवरण—क

पूजीगत निर्माण आरक्षित निधि लेखा

प्राप्तियाँ	रु०	प्रदायगियाँ	रु०
31-3-80 की स्थिति के अनुसार शेष	95,25,45,790	31-3-81 की स्थिति के अनुसार पूजीगत	41,23,37,253
जोड़—वर्ष के दौरान अश्वानों से आय का 10 प्रतिशत	17,95,92,187	निर्माण आरक्षित निधि से उत्पन्न परिसम्पत्तियाँ	
घटाएँ—अश्वानों पर व्याज पर पिछड़े वर्षों में अदा किये गये	(—) 3,09,058	निर्माण एजेंसियों को दी गई पेशगियाँ	13,75,05,939
10 प्रतिशत अधिक अश्वान	17,92,83,129	31-3-81 की स्थिति के अनुसार निधि में उपलब्ध राशि	56,41,79,268
निवेश पर व्याज	1,21,93,541		
जोड़	1,11,40,22,470		1,11,40,22,460
31-3-81 की स्थिति के अनुसार निवेश योग्य शेष			56,41,79,268
31-3-1980 की स्थिति के अनुसार निवेश			47,26,24,460
1980-81 वर्ष के दौरान अदा किये जाने वाले निवेश			9,15,54,808

विवरण—ख

कार्यालय भवनों/अनैक्सियों आदि की मरम्मत तथा अनुरक्षण आरक्षित निधि का प्राप्ति तथा अदायगी लेखा

	रुपये		रुपये
आदि शेष	59,79,681	कार्यालय/भवनों की मरम्मत तथा अनुरक्षण की बाबत राज्य सरकारों/राज्य लोक निर्माण विभागों को दी गई राशि	55,27,340 (क)
वर्ष में की गई धन व्यवस्था	16,31,768	निधि में उपलब्ध राशि	35,00,758
निवेशों पर व्याज	67,183		
राज्य सरकारों/राज्य लोक निर्माण विभागों द्वारा उपयोग न की गई पेशगियों की नकद वापसी	13,49,466		
जोड़	90,28,098		90,28,098
		(क) राज्य सरकारों को दी गई पेशगियाँ	55,27,340
		घटायें—प्रयोग न की गई पेशगियों की नकद वापसी	13,49,466
		घटायें—प्रमाणित व्यय विवरण की प्राप्ति पर समायोजित राशि	10,97,198
			24,46,664
		तुलन पत्र के अनुसार शेष (पृष्ठ 19)	30,80,676

विवरण—ग

अस्पताल भवनों/औषधालयों/अनैक्सियों आदि की मरम्मत तथा अनुरक्षण आरक्षित निधि का प्राप्ति तथा अदायगी लेखा

	रुपये		रुपये
आदि शेष	9,18,63,917	अस्पतालों/औषधालयों/अनैक्सियों की मरम्मत तथा अनुरक्षण की बाबत राज्य सरकारों/राज्य लोक निर्माण विभागों को दी गई राशि	5,44,64,011 (क)
वर्ष में की गई धन व्यवस्था	1,85,65,960	निधि में उपलब्ध राशि	6,55,76,068
निवेशों पर व्याज	14,52,615		
राज्य सरकारों/राज्य लोक निर्माण विभागों द्वारा उपयोग न की गई पेशगियों की नकद वापसी	81,57,585		
जोड़	12,00,40,077		12,00,40,077
		"क" राज्य सरकारों को दी गई पेशगियाँ	5,44,64,011
		घटायें—प्रयोग न की गई पेशगियों की नकद वापसी	81,57,585
		घटायें—प्रमाणित व्यय विवरण की प्राप्ति पर समायोजित राशि	1,05,24,590
			1,86,82,175
		तुलनपत्र के अनुसार शेष (पृष्ठ 19)	3,57,81,836

विवरण—घ

कर्मचारी राज्य बीमा सामान्य भविष्य निधि तथा अंशदायी भविष्य निधि का 31 मार्च, 1981 की स्थिति के अनुसार व्ययों का सूचक विवरण

	सामान्य भविष्य निधि रुपये	अंशदायी भविष्य निधि रुपये	जोड़ रुपये
1. आदि शेष	4,49,08,960.70	72,18,635.29	5,21,27,595.99
2. कर्मचारियों का अंशदान	1,71,39,990.06	1,40,749.00	1,72,80,739.06
3. निगम का अंशदान	—	34,460.00	34,460.00
4. कर्मचारी तथा निगम के शेयर पर व्याज	45,04,440.51	1,07,319.00	46,11,759.51
5. प्रोत्साहन बोनस	1,94,411.00	3,582.00	1,97,993.00
6. जोड़	6,67,47,802.27	75,04,745.29	7,42,52,547.56
(क) घटायें—वर्ष में की गई अदायगियां	1,20,35,258.00	1,14,982.00	1,21,50,240.00
(ख) घटायें—निम्नलिखित में अंतरित राशि :—			
(i) पेंशन प्रारक्षित निधि	4,668.00	1,69,807.00	1,74,471.00
(ii) अदायी जमा	28,154.15	5,490.00	33,644.15
(iii) 7 विविध प्राप्तियां	1,562.00	—	1,562.00
अंत शेष	5,46,78,164.12	72,14,466.29	6,18,92,630.41

विवरण—ङ

कर्मचारी राज्य बीमा निगम भविष्य निधि का 1980-81 वर्ष का प्राप्ति तथा अदायगी लेखा

प्राप्तियां	राशि रुपये	अदायगियां	राशि रुपये
1. आदि शेष		अभिदाता को 1980-81 वर्ष के दौरान की गई अदायगी	
कर्मचारियों का अंशदान			
(1) सांभालि०	4,49,08,960.70	(1) सांभालि०	1,20,35,254.00
(2) अंभालि०	72,18,635.29	(2) अंभालि०	1,14,982.00
2. वर्ष के दौरान प्राप्तियां			
कर्मचारियों का अंशदान		अंत शेष	
(1) सांभालि०	1,17,39,990.06	(1) सांभालि०	6,04,10,961.91
(+) (1)	57,32,397.79	(2) अंभालि०	14,82,068.50
(2) अंभालि०	1,40,749.00		6,18,92,630.41
(—)	57,32,397.79		
3. व्याज			
(क) निजी शेयर पर			
(1) सांभालि०	45,04,440.51		
(2) अंभालि०	60,956.00		45,65,396.51
(ख) निगम के शेयर पर			
सांभालि०	46,363.00		46,363.00
4. 1980-81 वर्ष का निगम के अंशदान का शेयर	34,460.00		34,460.00
5. प्रोत्साहन बोनस			
(1) सांभालि०	1,94,411.00		
(2) अंभालि०	3,582.00		1,97,993.00
6. निम्नलिखित में अंतरित राशि			
(क) अदायी जमा			
(1) सांभालि०	28,154.15		
(2) अंभालि०	5,490.00		33,644.15
(ख) पेंशन प्रारक्षित निधि			
(1) सांभालि०	4,664.00		
(2) अंभालि०	1,69,807.00		1,74,471.00
(ग) 7 विविध प्राप्तियां	1,562.00		1,562.00
कुल जोड़	7,40,42,870.41		7,40,42,870.41
लेखों का अंत शेष	6,18,92,431.00		
ब्राड शीट का अंत शेष	6,18,92,631.00		
अंतर	200.00	(ब्राड शीट में अधिक)	

*ब्राड शीट के अनुसार अंत शेष 6,18,92,631.00 रुपये है। 200.00 रुपये के अंतर का पता लगा लिया गया है और 1981-82 के लेखों में ठीक कर लिया जायेगा।

अनुबंध 1

आय व्यय लेखों पर व्याख्यात्मक टिप्पणियाँ

1.1 पृष्ठ (ii) पर "क"

इस राशि में अस्तरालों के लिये खरीदे गये प्रारम्भिक उपस्कर पर व्यय में निगम का शेयर शामिल है।

1967-68 से 1971-72 तथा 1973-74 से 1979-80 तक (1972-73 वर्ष की सूचना एकत्र की जा रही है) उपस्कर की खरीद पर कुल व्यय 1,50,67,801.80 रुपये है। 1980-81 वर्ष के दौरान अस्पताल उपस्कर की खरीद के लिये 70,86,370.50 रुपये की अन्य राशि मंजूर की गई थी। इसे तुल्यपत्र में परिणामस्वरूपों के रूप में नहीं दिखाया गया है। इस व्यय के पूंजीकरण का मामला अभी निगम के विचाराधीन है।

1.2 पृष्ठ (ii) पर "ख"

व्यय में वृद्धि मुख्य रूप से निम्नलिखित कारणों से हुई है —

(क) अतिरिक्त व्याप्ति।

(ख) मजदूरी में वृद्धि होने के परिणामस्वरूप हितवाध की औसत दैनिक दर की राशि में वृद्धि।

(ग) प्रति व्यक्ति प्रति वर्ष हितवाध दिनों की औसत संख्या में वृद्धि का रुझान।

1.3 पृष्ठ (ii) पर "ग"

इस राशि में 1-4-78 से पहले हुई अग्रगता या मृत्यु के मामलों में विनांक 1-4-80 से हितवाधों की दर में वृद्धि के कारण एक समय के समायोजन के रूप में 430 00 लाख रुपये की अतिरिक्त राशि शामिल है।

1.4 पृष्ठ (iii) पर "घ"

1-7-73 से पहले नियोजकों का विशेष अंशदान तथा कर्मचारियों को अंशदान "केवल नियोजकों का शेयर तथा कर्मचारियों का शेयर" उप शीर्ष के अन्तर्गत अलग-अलग दर्ज किये जाते थे। कर्मचारी राज्य बीमा अधिनियम, 1948 के अध्याय 5 के निरसन के परिणामस्वरूप अंशदान अब "नियोजक तथा कर्मचारी शेयर" उप शीर्ष के अन्तर्गत इकट्ठे दिखाये जा रहे हैं। अंशदान आय में वृद्धि मुख्य रूप से अतिरिक्त व्याप्ति तथा मजदूरी में परिशोधन के परिणामस्वरूप अंशदान की औसत दर की राशि में वृद्धि के कारण हुई है।

1.5 पृष्ठ (iii) पर "ङ"

1-7-73 से पहली अवधि के वकाया की वसूली की सूचक है।

1.6 पृष्ठ (iii) पर "च"

"व्याज तथा लाभांश" के अन्तर्गत आय में कमी 1 अक्टूबर, 1976 से भारतीय स्टेट बैंक की "पुनः निवेश योजना" के अन्तर्गत किए जा रहे सावधि निवेशों के कारण है जिसके अन्तर्गत देय होने वाला व्याज किसी निवेश की परिपक्वता पर निगम के खाते में जमा किया जाता है।

इसमें पुनः निवेश योजनाओं में 1980-81 वर्ष में निवेशों पर प्राप्त व्याज की 1,307.70 लाख रुपये की राशि शामिल नहीं है क्योंकि निगम को राशि निवेश की परिपक्वता पर देय होगी।

1.7 पृष्ठ (iii) पर "छ"

"क्षतिपूर्ति" के अन्तर्गत आय कर्मचारी राज्य बीमा अधिनियम की धारा 58(2) के उपबन्धों के अन्तर्गत राज्य सरकारों से वसूल की गई उस राशि की सूचक है जो किसी राज्य में बीमाकृत व्यक्तियों

को बीमारी प्रदायगियों का व्यय भार अखिल भारतीय औसत में अधिक हो जाने पर वसूल की जाती है।

1.8 पृष्ठ (iii) पर "ज"

इसमें नियोजकों में कौंकंग मशीनों के इस्तेमाल के लिये प्राप्त लाइसेंस फीस तथा निगम का देय राशि की प्रदायकी न करने पर नियोजकों पर लगाए गए जुर्माने और अंशदान काई समय पर न भेजने के कारण लगाये गये जुर्माने भी शामिल है।

1.9 पृष्ठ (iii) पर "झ"

इसमें कुप्लिकेट पहचान पत्रों की लागत, अधिक प्रदायगियों तथा लेखा परीक्षा में तामंजूर की गई राशि की बसूली, छुट्टी वेतन तथा पेंशन अंशदान की बसूली, केन्द्रीय सरकार स्वास्थ्य योजना की बाबत कर्मचारियों के अंशदान तथा अन्य आय शामिल हैं।

1.10 पृष्ठ (iv) पर "ञ"

इसमें बीमाकृत व्यक्तियों की शव परीक्षा के लिये दी गई फीस तथा रोजगार, चोट आदि के मामलों में निर्णय लेने के लिये पुलिस रिपोर्ट तथा अन्य विवरण प्राप्त करने के लिये पुलिस प्राधिकारियों को देय प्रचारों सहित विविध व्यय शामिल है।

1.11 पृष्ठ (vi) पर "ट"

इसमें बैंक अंतरण पर तार खर्च तथा अंशदान टिकटों की बिक्री के लिये भारतीय स्टेट बैंक के सहयोगी बैंकों द्वारा कमीशन प्रभार शामिल है। व्यय में कमी आंशिक रूप से 1-9-1979 से निधि के तार अंतरण की दर को 7 रुपये से कम करके 3 रु० करने तथा अंशदानों की नकद बसूली पर कमीशन में छूट लागू करने के कारण हुई है।

1.12 पृष्ठ (vi) पर "ठ"

इसमें निदेशालय (चिकित्सा) दिल्ली के कर्मचारियों की पेंशन देयताएं शामिल नहीं हैं जिससे दिल्ली प्रशासन के साथ शेयर योग्य व्यय होने के कारण 1-क(ii) चिकित्सा हितवाध के अंतर्गत शामिल किया गया है।

ऐसे अंशदायी भविष्य निधि लाभाधिकारियों के संबंध में सज्जित पेंशन देयता के लिये 1980-81 वर्ष के दौरान पेंशन आरक्षित निधि में धन-व्यवस्था की गई है जिन्होंने पेंशन योजना के अंतर्गत आने का विकल्प दिया है।

1.13 पृष्ठ (vi) पर "ड"

यह व्यय कर्मचारी राज्य बीमा निगम भविष्य निधि में व्यय जमा की बापिसी से संबंधित प्रदायगियों तथा विविध आय में अंतरित कर्मचारी राज्य बीमा भविष्य निधि की प्रदायगी का सूचक है।

1.14 पृष्ठ (VII) पर "ड"

निगम की स्थायी समिति के विनांक 1-2-74 के निर्णय के अनुसार नियोजकों तथा कर्मचारियों के अंशदान से प्राप्त कुल राजस्व का 10 प्रतिशत भाग अस्पताल/औषधालय/अस्य चिकित्सा संस्थान तथा कार्यालय भवन/स्टाफ क्वार्टरों के निर्माण के लिये पूंजीगत निर्माण आरक्षित निधि में जमा किया जाता है। लेकिन पिछले वर्षों में की गई धन व्यवस्था में 3,09,058 रुपये की अधिक राशि खाने में वापस अन्तर्गत कर दी गई है।

1.15 पृष्ठ (viii) पर "ण"

यह 17 मार्च, 1973 को हुई निगम की बैठक में लिये गये निर्णय के अनुसार आपात आरक्षित निधि में अंतरण की सूचक है। निगम ने निर्धारित किया है कि व्यय से अधिक आय का 20 प्रतिशत भाग (जब आधिक्य एक करोड़ रुपये से कम हो तो सम्पूर्ण राशि) आपात आरक्षित निधि में जमा किया जाना चाहिये।

अनुबंध 2

तुलन पत्र पर व्याख्यात्मक टिप्पणियाँ

2.1 पृष्ठ (xi) पर "ख"

इसमें सामान्य चोकड़ शेष में से बनाई गई 23,94,10,096 रुपये की परि-सम्पत्तियाँ शामिल हैं।

2.2 पृष्ठ (xix) पर "ङ"

इसमें ये शामिल हैं -

1. लेखन सामग्री नियंत्रक, कलकत्ता को पेशगिया।
2. लोक निर्माण विभागों को पेशगिया।
3. राज्य सरकारों के मुद्रण तथा लेखन सामग्री विभागों को पेश-गिया।
4. निगम के क्षेत्रीय कार्यालयों तथा ग्रन्थ कार्यालयों को पेशगिया।
5. नगरपालिका, स्थानीय निकायों आदि को पेशगिया।
6. कानूनी प्रभागों के लिए पेशगिया।
7. निगम की विभागीय केन्द्रीयों को पेशगिया।
8. ग्रन्थि वर्गीकृत न की गई ग्रन्थ पेशगिया।
9. विशेष पेशगिया।

2.3 पृष्ठ (xxi) पर "च"

यह 1977-78 में पहले महाराष्ट्र सरकार को राज्य में कर्मचारी राज्य बीमा परियोजनाओं के निर्माण तथा विस्तार के लिये दिए गए कर्जों की सूचक है।

2.4 पृष्ठ (xxi) पर "छ"

"नकद प्रेषण" शब्द का अर्थ एक लेखा मंडल से दूसरे तथा दूसरे से पहले में निधियों (नकद) के अन्तरण से है। निगम का राजस्व भारतीय स्टेट बैंक तथा इसके सहयोगी बैंकों के माध्यम से टिकटों की बिक्री/नकद वसूली करके एकत्र किया जाता है। प्राप्त प्रशंसा नवधित क्षेत्रीय कार्यालय के लेखा संख्या 1 (संग्रह लेखा) तथा अन्त में मुख्यालय के लेखा संख्या 1 (केन्द्रीय) में अन्तर्गत किये जाते हैं। प्रशासनिक व्यय तथा बीमाकृत व्यक्तियों का हितलाभ की अदायगियों के लिए निधियाँ लेखा सं. 1 (मुख्यालय) में अन्तर्गत करके क्षेत्रीय कार्यालयों/स्थानीय कार्यालयों को भेजी जाती हैं। एक कार्यालय से दूसरे कार्यालय को निधियों के अन्तरण से सम्बन्धित इस तरह के सभी लेन-देन को "नकद प्रेषण" कहा जाता है।

"नकद प्रेषण" शीर्ष के अन्तर्गत 23,49,944 रुपये का माहानस शेष निगम के लेखों में कुल जमा राशियों के समायोजन का सूचक है जिसके लिए बैंक से 31-3-81 में पहले डेबिट सूचना प्राप्त न होने के कारण दूसरी बार डेबिट नहीं दिखाया जा सका।

2.5 पृष्ठ (xxi) पर "ज"

"ग्रन्थ प्रेषण-विनियम लेखा" शब्द का अर्थ निगम के एक कार्यालय से दूसरे के बीच तथा दूसरे से पहले के बीच पुनः समायोजन से है। निगम के एक कार्यालय से प्रारम्भ होने वाले तथा निगम के दूसरे कार्यालय की पुस्तकों में समायोजित किये जाने वाले लेन-देन विनियम लेखा द्वारा अन्तर्गत किए जाते हैं।

"ग्रन्थ प्रेषण-विनियम लेखा" शीर्ष के अन्तर्गत 16,05,779 रुपये की राशि का शेष निगम के लेखों में कुल जमा राशियों के समायोजन का सूचक है जिसके लिए 1980-81 के लेखे बन्द करने से पहले दूसरी बार क्रेडिट (नदनुषी मद) नहीं दिखाया जा सका।

2.6 पृष्ठ (xxxiii) पर "झ"

बैंकों के पास नकद राशि में निम्नलिखित शामिल हैं : ---

- (1) क्षेत्रीय कार्यालय लेखा संख्या-1 में शेष (जो 30 तथा 31 मार्च, 1981 को बैंकों द्वारा किये गये संग्रह की सूचक है)।
- (2) प्रशासनिक व्यय और दिल्ली में चिकित्सा देखरेख पर व्यय को पूरा करने के लिए क्षेत्रीय कार्यालय/निदेशालय (चिकित्सा) दिल्ली के लेखा संख्या-2 में शेष।
- (3) बीमाकृत व्यक्तियों को नकद हितलाभों की अदायगियाँ करने के लिये स्थानीय कार्यालयों के लेखा संख्या-2 में शेष।

लेखा परीक्षा प्रमाण-पत्र

मैंने कर्मचारी राज्य बीमा निगम के वर्ष 1980-81 के पूर्ववर्ती लेखाओं और 31 मार्च, 1981 तक के तुलन-पत्र की जाँच कर ली है और सभी अपेक्षित सूचना और स्पष्टीकरण प्राप्त कर लिए हैं और संलग्न लेखा परीक्षा प्रतिवेदन में अभ्युक्तियों के अधीन रहते हुए अपनी लेखा परीक्षा के परिणामस्वरूप मैं प्रमाणित करता हूँ कि मेरी राय में और मेरी सर्वोत्तम जानकारी और भूमे दिए गए स्पष्टीकरणों और निगम की बहियों में किए गए उल्लेख के अनुसार ये लेख और तुलन-पत्र उपयुक्त रूप से तैयार किए गए हैं और निगम के कार्यालयों का सही और उचित रूप प्रस्तुत करते हैं।

हस्ताक्षर

नई दिल्ली

दिनांक 5-12-1981

निदेशक लेखा परीक्षा

केंद्रीय राजस्व

कर्मचारी राज्य बीमा निगम के 1980-81

वर्ष के लेखाओं की संकेतित लेखा परीक्षा प्रतिवेदन

1. सामान्य

1980-81 वर्ष के दौरान 7014 कारखानों/स्थापनाओं पर कर्मचारी राज्य बीमा अधिनियम, 1948 के उपबन्धों का विस्तार किया गया जिनमें 349 लाख कर्मचारी योजना के अंतर्गत आ गए। 31 मार्च, 1981 की स्थिति के अनुसार अधिनियम के अंतर्गत आए कारखानों/स्थापनाओं की संख्या 71614 थी जिनमें 63.32 लाख कर्मचारी थे। तथापि (i) कारखानों (ii) स्थापनाओं और उममें कर्मचारियों की संख्या के चलन-चलन आकड़े निगम के पास उपलब्ध नहीं थे।

1979-80 तथा 1980-81 वर्षों के निगम की आय-व्यय का विणलेपण नीचे दिया गया है :—

आय				व्यय		
1979-80 1980-81				1979-80 1980-81		
(लाख रुपयों में)				(लाख रुपयों में)		
1	2	3	4	5	6	7
1. कर्म- चारियों तथा नियोजकों का अंशदान	15,961	17,959		1. बीमाकृत व्यक्तियों तथा उनके परिवारों को हित लाभ	—	—

1	2	3	4	5	6	7
2	अंशदान पर ब्याज	15	17	चिकित्सा हितलाभ		
3.	चिकित्सा हितलाभ की बावत शुरू में निगम द्वारा किए गए व्यय में सरकारों का शीयर			1. चिकित्सा उपचार की व्य-वस्था पर होने वाले खर्च में निगम के शेयर के रूप में राज्य सरकारों द्वारा की श्रवायगी	6,023	6,799
4.	ब्याज तथा लाभांश	484	465	2. चिकित्सा उपचार तथा देख-रेख और प्रसूति लाभों पर निगम द्वारा प्रत्यक्ष रूप में किए गए खर्च	336	380
5.	विविध	491	853	ख. श्रीमाकृत व्यक्तियों तथा उनके परिवारों को निगम द्वारा प्रत्यक्ष रूप से किए गए नकद एवं अन्य हित-लाभ	6,372	8,063
				2. प्रशास-निक खर्च	1,138	1,410
				3. अस्पताल एवं औपधालय	187	232
				4. पूंजीगत निर्माण	1,598	1,793
				5. आपात आरक्षित निधि	265	129
				6. व्यय की तुलना में अधिक आय	1,060	516
जोड़		16,979	19,322	जोड़	16,979	19,322

2. वार्षिक लेखे :

2.1 विविध जमा, अवर्गीकृत आय (उत्तम लेखा)

31 मार्च, 1981 की स्थिति के अनुसार, "विविध जमा, अवर्गीकृत आय (उत्तम लेखा)" के अंतर्गत 21.16 लाख रुपए का क्रेडिट शेष असमायोजित पड़ा हुआ है। जिसमें से 11.26 लाख रुपये की राशि 1979-80 तथा 9 90 लाख रुपये की राशि 1980-81 से संबंधित है। शेष राशि निम्नलिखित शीशों के अंतर्गत चुक किए गए आकड़ों के वास्तविक प्रभाव की सूचक है :—

- (i) अवर्गीकृत आय
- (ii) अवर्गीकृत अदायगियां
- (iii) प्रतिष्ठापन मंजूरी भत्ता जमा की वापसी, तथा
- (iv) विविध जमा

निगम ने बताया (नवम्बर 1981) कि बकाया राशियां क्रेडिट की पुष्टि में जालान प्राप्त न होने के कारण हैं तथा भविष्य में लेखों में ऐसी अवर्गीकृत मदों की पुनरावृत्ति से बचने के लिए उपचारी कदम उठाए गए हैं।

2.2 स्टाक कारों की मूल्यह्रास आरक्षित निधि

स्टाक कारों के मूल्यह्रास की वार्षिक व्यवस्था (6.38 लाख रुपए), स्टाक कारों के अंकित मूल्य (5.65 लाख रुपये) के अनुसार से अधिक हो गई तथा लेखा परीक्षा रिपोर्टों में अधिक व्यवस्था पर टिप्पणी की जा रही है। इसके बावजूद निगम ने इस आधार पर अनिश्चित मूल्यह्रास की व्यवस्था करना जारी रखा कि मूल्यह्रास में जमा राशि स्टाक कारों की लागत में वृद्धि को ध्यान में रखते हुए पर्याप्त नहीं है। तथापि भावी प्रतिस्थापन लागतों की प्राप्ति के लिए व्यवस्था का "मूल्यह्रास" के रूप में वर्गीकरण किया जाना उचित नहीं होगा।

3. पेशगियां

3.1 निगम के लेखों से पता चलता है कि भूमि को खरीद, भवनों आदि के निर्माण के लिए 1564.64 लाख रुपए की बी गई पेशगी 31 मार्च, 1981 की स्थिति के अनुसार "पूंजीगत व्यय के लिए बी गई पेशगी" शीशों के अंतर्गत अग्रिम समायोजन के लिए बकाया थी। तथापि व्यौरेवार रिकार्ड के अनुसार बकाया पेशगियों की राशि 1566.88 लाख रुपए थी जिसके व्यौरे नीचे दिए गए हैं :—

क्रम सं०	वर्ष जिसमें पेशगी का अदायगियां की गई	31 मार्च, 1981 की स्थिति के अनुसार बकाया राशि
1	2	3
		(लाख रुपयों में)
1.	1970-71	153.04
2.	1971-72	32.88
3.	1972-73	29.94
4.	1973-74	20.35
5.	1974-75	49.61
6.	1975-76	32.99
7.	1976-77	84.31
8.	1977-78	78.48
9.	1978-79	167.99
10.	1979-80	162.81
11.	1980-81	754.48
		1566.88

इस संबंध में और भी टिप्पणियाँ नीचे दी जाती हैं—

(1) 1970-71 के सामने वे प्रशयगियों भी शामिल हैं। बी गई 1,53,04,304 रुपये को बकाया राशि में जिनको 1960-61 जैसी पुरानी अवधि से संबंधित राशि जिसका अन्तिम समायोजन किया जाना है। 1970-71 से पहले की बकाया राशि के बारे में लेखा परीक्षा को उपलब्ध नहीं कराए गए थे। स्पष्ट है कि 1970-71 से पहले की प्रशयगियों का निपटारा के बारे में भ्रम-पट्टी नहीं की जा रही है।

(2) हालांकि अन्तिम समायोजन के लिए बकाया व्यय का बहुत बड़ा भाग (15.67 करोड़ रुपये) भूमि की खरीद से संबंधित है लेकिन रिकार्ड पर इस बात का कोई उल्लेख नहीं है कि इन बकाया मदों के भी निपटारा के लिए प्रयत्न किए जा रहे हैं।

3.2 31 मार्च, 1981 की स्थिति के अनुसार निम्न के प्रस्तावों तथा अन्य भवनों की संरचना तथा रख-रखाव के लिए राज्य सरकारों/राज्य लोक निर्माण विभागों की दी गई राशियों में से 3 88.63 लाख रुपये समायोजित रहे जिसके बारे में निम्न प्रकार है—

क्रम सं०	पेशगियों का वर्ष	1 अप्रैल, 1980 को बकाया राशि	1980-81 के दौरान निपटारा	31 मार्च, 1981 को समायोजित राशि
1	2	3	4	5

(लाख रुपयों में)

1. 1974-75	66.53	1.73	64.80
2. 1975-76	36.58	3.17	33.41
3. 1976-77	41.70	7.08	34.62
4. 1977-78	59.79	10.85	48.94
5. 1978-79	70.35	28.66	41.69
6. 1979-80	126.20	46.72	79.48

(i) घटायें—बाड

शीट तथा तुलन पत्र में प्रसंग-

तिया (—) 1.85 (—) 1.85

(ii) घटायें—भूगु-

रात क्षेत्र का

एक मुश्त समा-

योजन (—) 1.94 (—) 1.94

7. 1980-81

111.96

—

111.96

(i) गुजरात क्षेत्र

का एक मुश्त

समायोजन (—) 26.11

—

(—) 26.11

(ii) घटायें—लेखों

तथा बाड शीट

के बीच प्रसंग-

तिया (—) 00.16

—

(—) 00.16

483.05

94.42

388.63

स्पष्ट है कि पुरानी अवधि से संबंधित समायोजित राशि के निपटारा की प्रगति बहुत धीमी है।

3.3 निगम को आपूर्ति तथा की गई सेवाओं के लिए पिछले वर्षों में विभिन्न पाटियों को दी गई पेशगियों में से 31 मार्च, 1981 की स्थिति

के अनुसार 24.13 लाख रुपये की राशि समायोजित रही, जिसके बारे में नीचे दिए गए हैं—

क्रम सं०	प्रशयगी का वर्ष	1 अप्रैल, 1980 को बकाया राशि	1980-81 के दौरान निपटारा	31 मार्च, 1981 का समायोजित राशि
(लाख रुपयों में)				
1. 1974-75		8.30	3.06	5.24
2. 1975-76		0.59	0.11	0.48
3. 1976-77		0.28	0.04	0.24
4. 1977-78		2.05	0.22	1.83
5. 1978-79		0.84	0.21	0.63
6. 1979-80	(i)	8.96	(i) 2.90	(i) 6.06
	(ii)	0.78	(ii) शून्य	(ii) 0.78
(विशेष पेशगियाँ)				
7. शीट तथा तुलन पत्र में प्रसंग-		0.25	0.25	—
8. 1980-81	(i)	8.28	—	(i) 8.28
	(ii)	0.59	—	(ii) 0.5
(विशेष पेशगियाँ)				
		30.92	6.79	24.13

24.13 लाख रुपये की बकाया राशि निम्नलिखित पाटियों के संबंध में बकाया थी—

पाटी	बकाया राशि
	रुपये
1. नियंत्रक लेखन सामग्री	5,26,229
2. राज्य मुद्रण तथा लेखन सामग्री विभाग	70,801
3. केन्द्रीय लोक निर्माण विभाग तथा राज्य लोक निर्माण विभाग	64,695
4. निगम के क्षेत्रीय तथा अन्य कार्यालय	7,12,920
5. पोस्टल विभाग, नगरपालिकाएँ, अन्य स्थानीय निकाय आदि	8,375
6. विधिवर्धन	2,44,969
7. विभागीय कौटो	10,192
8. अन्य	6,37,787
9. विशेष पेशगियाँ	1,36,836
	जोड़ 24,12,708

कुछ बकाया पेशगियों के संबंध में निम्नलिखित स्थिति मान्य हुई है—

(क) निगम के क्षेत्रीय कार्यालय तथा अन्य कार्यालय 7,12,920

यह राशि समय-समय पर निगम द्वारा अपने क्षेत्रीय तथा अन्य कार्यालयों को छुट-पुट खर्चों को पूरा करने के लिए दी गई पेशगी की सूचक है। कई वर्षों से छुट-पुट खर्चों के लिए दी गई इस प्रकार की किसी राशि का समायोजन व्ययोजित नहीं है।

(ख) अन्य : 6,37,787 रुपये

पेशगियों के इस वर्ग से संबंधित व्ययों तथा विश्रण लेखा परीक्षा की उपलब्ध नहीं कराए गए। निगम ने सूचित किया (नम्बर, 1981) कि राशि में विविध प्रकार के खर्च शामिल है जिनका स्पष्ट उल्लेख नहीं किया जा सकता।

(ग) विशेष देशिया : 1,36,830 रुपये

यह राशि पिछले वर्षों के दौरान जोरी, घोसाघड़ी, गवन आदि के कारण हानियों से संबंधित है। इसके व्योरे निम्न प्रकार हैं :—

क्षेत्र	बकाया राशि रुपए
1. दिल्ली	11,117
2. गुजरात	7,071
3. मध्य प्रदेश	22,431
4. कर्नाटक	5,000
5. उत्तर प्रदेश	9,500
6. पश्चिमी बंगाल	81,711
जोड़	1,36,830

विशेष देशियों के अंतर्गत बकाया राशि का वर्षवार व्योरा उपलब्ध नहीं था तथा 1980-81 के दौरान पश्चिमी बंगाल क्षेत्र के संबंध में केवल 1000 रुपए का निपटारा किया गया था। बकाया राशि के निपटारे के मामले में प्रभावकारी ढंग से लिखा-पढ़ी नहीं की जा रही है।

4. परिसम्पत्तियों तथा देयताओं का मूल्यांकन न करना

कर्मचारी राज्य बीमा अधिनियम, 1948 की धारा 37 के अनुसार निगम को अपनी परिसम्पत्तियों तथा देयताओं का मूल्यांकन केन्द्रीय सरकार के अनुमोदन से नियुक्त मूल्यांकन द्वारा 5 वर्षों के अंतरालों पर करना चाहिए। हालांकि इस पहलु का उल्लेख पिछले वर्ष की लेखा परीक्षा रिपोर्ट में किया गया था। फिर भी 31 मार्च, 1979 की स्थिति के अनुसार परिसम्पत्तियों तथा देयताओं का छठा पंचवार्षिक मूल्यांकन जो नवम्बर, 1979 में प्रारम्भ किया गया था, अभी तक (नवम्बर, 1981) पूरा नहीं किया गया। निगम ने बताया कि बीमा नियंत्रक, भारत सरकार ने मूल्यांकन कार्य प्रारम्भ कर दिया है तथा कार्य सक्रिय रूप से प्रगति पर है।

5. अंशदानों के बकाया

31 मार्च, 1981 की स्थिति के अनुसार 20,636 कारखानों/स्थापनाओं के नियोजकों/कर्मचारियों से अंशदानों के बकाया जो 31 मार्च, 1981 को 28.10 करोड़ रुपए थे, 30 नवम्बर, 1980 तक की अवधि में बढ़कर 41.24 करोड़ रुपए हो गए। अंशदानों के बकायों के वर्षवार व्योरे निगम के पास उपलब्ध नहीं थे क्योंकि इस संबंध में कुछ क्षेत्रों से सूचना प्राप्त होनी थी।

जिन कुछ कारखानों/स्थापनाओं की बकाया राशि बहुत अधिक है व्योरे नीचे दिए गए हैं :—

क्र० सं०	कारखाना/स्थापना	क्षेत्र	राशि (लाख रुपयों में)
1	2	3	4
1.	सैमर्स कैलिकॉ मिल, अहमदाबाद	गुजरात	866.97
2.	डी०ई०एस०यू०	दिल्ली	149.45
3.	सैमर्स भारत हवी इलेक्ट्रिकल्स	उत्तर प्रदेश	88.68
4.	सैमर्स क्राउचे मिल लिमिटेड	बम्बई	77.99
5.	सैमर्स होम टेक्स्टाइल मिल इन्दौर	मध्य प्रदेश	51.19
6.	सैमर्स सीताराम लिमिटेड	बम्बई	41.91
7.	सैमर्स मालवा यूनाइटेड मिल्स इन्दौर	मध्य प्रदेश	41.66
8.	सैमर्स स्वदेशी काटन मिल, कानपुर	उत्तर प्रदेश	25.78
9.	सैमर्स ग्राम०बी०एच०एम० जूट मिल	बिहार	25.33
10.	सैमर्स एयरटन टैक्स्टाइल कंपनी, कानपुर	उत्तर प्रदेश	23.87
11.	सैमर्स उजीसा टैक्स्टाइल मिल, बौधाय	उड़ीसा	21.42

1	2	3	4
12.	सैमर्स फिनिक्स मिल्स लिमिटेड	बम्बई	17.16
13.	सैमर्स ए०पी० टैक्स्टाइल, प्रेम	ग्राम्प्र प्रदेश	16.57
14.	सैमर्स ग्राम्प्र माइंटिकल कंपनी, मार्चलनपटनम	ग्राम्प्र प्रदेश	9.97
15.	सैमर्स अलगाटा टेक्स्टाइल गवर्नमेंट, (प्राइवेट), लिमिटेड, त्रिचूर	केरल	7.71

हालांकि निगम ने बताया (नवम्बर, 1981) कि 41.24 करोड़ रुपये की पूरी बकाया राशि को वर्षों के लिए कानूनी कार्रवाई पहले ही की जा चुकी है, रिकार्ड को देखने में पता चला कि बतौर के लिए कानूनी कार्रवाई इन बकाया राशियों के केवल एक भाग के संबंध में ही की गई है तथा बकाया राशियों के शेष भाग की वर्षों के लिए कानूनी कार्रवाई संबंधित क्षेत्रीय कार्यालयों द्वारा प्रारम्भ नहीं की गई है।

6. अंशदानों की ढेर से अंशदायी के लिए बाण्डिक हर्जाने लगाना

क०रा०बी० (साधारण) विनियम, 1950 के विनियम 31क के अनुसार यदि कोई नियोजक के उक्त विनियम 26 में निर्धारित समय के अन्दर अंशदान काई प्रस्तुत नहीं करता है तो यह माना जाएगा कि उसने अंशदान की अंशदायी समय पर नहीं की है। क०रा०बी० अधिनियम, 1948 की धारा 85(ख)(i) द्वारा निगम को हर्जाने जो अंशदानों की समय पर अंशदायी न कर सकने वाले नियोजकों से बकाया राशि तक हो सकते हैं तथा उक्त धारा 85(ख)(2) के अनुसार ये हर्जाने भू-राजस्व के बकाया की तरह वसूल किए जा सकते हैं। 31 मार्च, 1981 की स्थिति के अनुसार लगाए गए तथा वसूल किए गए हर्जानों तथा प्रगामी बकाया राशियों की स्थिति निम्न प्रकार थी :—

उन मामलों की संख्या जिनमें कारण बताया नोटिस जारी किए गए थे	लगाए गए हर्जानों की प्रगामी राशि	वसूल किए गए हर्जानों की राशि	बकाया हर्जाना
24,754	607,48,976	26,74,906	5,80,74,070

तथापि बकाया हर्जानों के वर्षवार व्योरे निगम द्वारा उपलब्ध नहीं कराए गए थे। निगम ने सूचित किया कि (नवम्बर, 1981) की बकाया हर्जानों की काफी राशि की वर्षों के निम्नलिखित कारणों से नहीं की जा सकी :

- न्यायालयों में बकाया पड़े मामले, तथा
- उन एक नियोजकों की वित्तीय कठिनाइयों जिनके पास ऐसी कोई परिसम्पत्तिया नहीं होती जिनमें प्रमाण पत्र प्राधिकारी कुर्क कर सके।

(7) नाबालू डिक्की राशि

31 मार्च, 1981 की स्थिति के अनुसार नियोजकों से निगम को अंशदान के संबंध में 32,26,476 रुपए की डिक्की की वसूली नहीं की गई जिनके व्योरे नीचे दिए गए हैं :—

क्रम सं०	वर्ष	राशि
1.	1905 से पूर्व की अवधि से 1975-76 तक	23,95,531
2.	1976-77	4,63,560
3.	1977-78	1,54,936
4.	1978-79	63,892
5.	1979-80	1,26,049
6.	1980-81	22,508
	जोड़	32,26,476

31 मार्च, 1981 की स्थिति के अनुसार एक लाख रुपए से अधिक की ङिक्री की राशि के राज्यवार आकड़े निम्नलिखित हैं—

क्रम सं० राज्य	राशि
1. मध्य प्रदेश	8,69,529
2. उत्तर प्रदेश	5,63,258
3. राजस्थान	3,23,646
4. बम्बई	2,80,350
5. तमिलनाडु	2,65,744
6. पश्चिम बंगाल	2,52,213
7. गुजरात	2,50,384
8. पंजाब	1,21,459

निगम ने बताया (नवम्बर 1981) कि निगम निष्पादन न्यायालय के कार्यालयन में हस्तक्षेप नहीं कर सकता और ङिक्री के निष्पादन के लिए प्रतीक्षा करनी पड़ती है। निगम ने आगे बताया कि इन परिसीमाओं के बावजूद संबंधित क्षेत्रीय निदेशक ङिक्रियों का यथाशीघ्र निष्पादन कराने के लिए मामलों में लिखा-पट्टी जारी रखे हुए है।

8. अखिल सम्पत्ति (भूमि तथा भवन) के रजिस्टर

31 मार्च, 1981 की स्थिति के अनुसार तुलनपत्र में निगम के नाम 67,11,51,689 रुपए की परिसम्पत्तियाँ दिखाई गई हैं जिनके व्योरे नीचे दिए गए हैं :—

निगम के पूर्ण स्वामित्व में भूमि तथा भवन	66,99,66,604
निगम तथा राज्य सरकारों के संयुक्त स्वामित्व में भूमि तथा भवन	11,85,085
जोड़	67,11,51,689

हालांकि निगम ने भूमि तथा भवनों के रजिस्टर रखना शुरू कर दिया था परन्तु वे पूरे नहीं किए गए थे और इन रजिस्ट्रों में परिसम्पत्तियों का सार भी नहीं दिया गया था। अतः तुलनपत्र में इस संबंध में दिखाई गई 67,11,51,689 की राशि की जाँच नहीं की जा सकती थी।

इसके अलावा निगम के कार्यालयों तथा अस्पतालों और औपचारिकों के लिए परिसम्पत्तियाँ अदायगी रजिस्टर के अनुसार निगम के पूर्ण स्वामित्व में भूमि तथा भवनों के सम्बन्ध में 66,96,70,694 रुपये थी तथा निगम और राज्य सरकारों के संयुक्त स्वामित्व में भूमि तथा भवनों के सम्बन्ध में 11,85,085 रुपए थी जबकि तुलन-पत्र में ये राशियाँ क्रमशः 66,99,66,604 रुपये तथा 11,85,085 रुपये दिखाई गई थी। इन दोनों आंकड़ों में 2,95,910 रुपए की असंगति थी जिसका समाधान करना आवश्यक है।

अदायगी रजिस्टर के सार में दिए गए 66,96,70,694 रुपए के आकड़े भी भूमि तथा भवनों के रजिस्ट्रों के पूरा न किए जाने के कारण उसमें दर्ज की गई प्रविष्टियों में भेद नहीं खाते।

9. कारखानों/संस्थापनाओं का बकाया निरीक्षण/सर्वेक्षण

"कारखानों के निरीक्षण के अनुदेशों की पुस्तिका" में दिए गए अनुदेशों के अनुसार निश्चित रूप से योजना के अंतर्गत सभी कारखानों का वर्ष में एक बार निरीक्षण किया जाना तथा योजना के अंतर्गत न आये कारखानों का लगातार दो वर्षों में एक बार सर्वेक्षण किया जाना आवश्यक है तथापि यह देखा गया कि—

(i) 31 दिसम्बर 1980 तक की अवधि के दौरान निरीक्षण किये जाने वाले 65,964 कारखानों में से 31 मार्च, 1981 की स्थिति के अनुसार 7,351 कारखानों का निरीक्षण बकाया था इसी प्रकार जनवरी से मार्च 1981 के दौरान निरीक्षण किये जाने वाले 16,820 अन्य कारखानों में से 5,594 कारखानों का अभी तक अक्टूबर 1981 में निरीक्षण किया जाना था।

(ii) निरीक्षणों के मामलों की तरह सर्वेक्षण भी काफी संख्या बकाया में थे 31 अक्टूबर, 1981 की स्थिति के अनुसार ऐसे बकाया सर्वेक्षण में से 3,596 31 दिसम्बर 1980 तक की अवधि

से तथा 956 जनवरी से मार्च 1981 तक की अवधि तक की सम्बन्धित थे।

(iii) जिन कारखानों के संबंध में योजना में व्याप्ति की अन्तिम तारीख निश्चित नहीं की गई है, 31 मार्च, 1981 के स्थिति के अनुसार उनके वर्षवार/क्षेत्र बार व्योरे नीचे दिए गए हैं :—

राज्य/क्षेत्र	बकाया निरीक्षणों की संख्या
1. पश्चिम बंगाल	2,181
2. पंजाब	1,584
3. दिल्ली	1,107
4. गुजरात	885
5. उत्तर प्रदेश	556
6. कर्नाटक	434
7. तमिलनाडु	414
8. राजस्थान	356
9. बिहार	305
10. मध्य प्रदेश	260
11. आन्ध्र प्रदेश	100
12. नागपुर	94
13. असम	69
14. केरल	38
जोड़	8,683

(4) वे राज्य जिनमें निरीक्षण/सर्वेक्षण के संबंध में 50 प्रतिशत से भी कम कार्य था वे असम (44 प्रतिशत), मध्य प्रदेश (25 प्रतिशत), केरल (24 प्रतिशत), दिल्ली (18 प्रतिशत), उड़ीसा (16 प्रतिशत), बिहार (12 प्रतिशत) और पश्चिम बंगाल (5 प्रतिशत) थे।

निगम ने (नवम्बर, 1981) में बताया कि कारखानों/संस्थापनाओं की अन्तिम व्याप्ति तथा निरीक्षण/सर्वेक्षण न करने की तारीख का निर्णय न करने के कारण निम्न प्रकार थे :—

- (1) नियोजकों द्वारा प्रस्तुत न किए गए रिकार्ड।
- (2) कारखाने बन्द थे तथा नियोजकों का अना-पत्ता मालूम नहीं था।
- (3) अधिनियम के उपबन्धों से छूट के लिए प्राप्त अभिवेदन।
- (4) न्यायालयों में व्याप्ति का विरोध करने वाले नियोजक।

10. 100 बिस्तर वाला कर्बचारी राज्य बीमा सलान्य अस्पताल, दुर्गापुर (पश्चिम बंगाल) का निर्माण।

कर्बचारी राज्य बीमा अस्पताल, दुर्गापुर के निर्माण के लिए 30 एकड़ भूमि 4,54,500 रुपये की कुल लागत पर खरीदी गई और जनवरी, 1966 में राज्य सरकार से उक्त राशि की अदायगी की गई।

समय-समय पर कई प्रस्तावों पर विचार करने के बाद अक्टूबर, 1978 में निर्माण के कार्यक्रम की अन्तिम रूप दिया गया। 1978 के अनुमोदित प्रस्ताव के अनुसार 1966 में अर्जित की गई 30 एकड़ भूमि से 10.5 एकड़ भूमि आवश्यकता से फालतू थी तथा राज्य सरकार से फालतू भूमि वापिस लेने के लिए कहा गया था और आरम्भिक में वास्तव आवश्यक भूमि का निर्धारण न करने के कारण 15 वर्ष से अधिक निधियों का उपयोग नहीं किया जा सका। इसके अलावा 15 वर्ष के बाद भी अस्पताल भवन का निर्माण न करने के कारण स्पष्ट नहीं थे।

ह०/—

निदेशक लेखा-परीक्षा

केन्द्रीय राजस्व

[स० जी-20017/3/81(एच०आई०)]

आर०के० दास, अव. सचिव

New Delhi, the 7th January, 1982

S.O. 3655—In pursuance of section 36 of the Employees' State Insurance Act, 1948 [(34 of 1948)], they are hereby published for general information.

EXPENDITURE		EMPLOYEES' STATE INCOME AND EXPENDITURE ACCOUNT	
Previous Year 1979-80	Head of Account	Amount	Total
Rs.		Rs.	Rs.
	1. Benefits to Insured Persons & their families.		
	A. Medical Benefits.		
	(i) Payments to State Govts. as Corporation's Share of the expenses on providing medical treatment and maternity facilities etc.	67,98,46,759(A)	
51,23,42,106	(ii) Medical care & maternity facilities (expenses incurred direct by the Corpn.)	3,80,04,311	
3,35,85,407			
63,59,27,513	Total A—Medical Benefit		71,78,51,070
	B. Cash Benefits.		
42,96,75,462	(1) Sickness Benefits	49,22,14,448(B)	
3,25,97,884	(2) Extended Sickness Benefit	3,81,03,310	
6,51,570	(3) Enhanced Sickness Benefit for Family Planning	8,60,370	
1,94,90,537	(4) Maternity Benefit	2,11,06,412	
	(5) Disablement Benefit		
6,93,67,776	(a) Temporary	8,66,57,170	} (C)
6,57,83,000	(b) Permanent (Capitalised Value)	11,70,86,560	
1,76,48,000	(6) Dependents' Benefit (Capitalised Value)	4,70,94,440	
10,08,398	(7) Funeral Benefit	10,22,266	
63,55,22,627	Total B—Cash Benefits	80,41,44,976	
	C. Other Benefits.		
	(a) Expenditure on the Rehabilitation of Disabled Insured Persons	11,223	
7,523	(b) Medical Boards & Appeal Tribunals	4,87,564	
4,48,754	(c) Payments to Insured Persons		
	(i) Conveyance charges and/or loss of wages.	4,53,136	
3,57,660	(ii) Incidental charges, under Family Planning		
	(d) Miscellaneous	12,16,483(J)	
9,18,182			
17,32,119	Total C—Other Benefits	21,68,406	21,68,406
1,27,31,82,259	Total Benefits to Insured Persons & their families		1,52,41,64,452
	2. Administration Expenses.		
	A. Superintendence.		
	1. Corporation, Standing Committee, Regional Boards Etc.	99,181	
69,013	2. Principal Officers	3,03,153	
1,98,232	3. Other Officers	75,19,346	
61,73,200	4. Ministerial Establishment	4,20,53,648	
3,36,26,149	5. Group D Staff	65,58,594	
54,26,092	6. Contingencies	1,58,93,144	
1,21,06,975	Total A—Superintendence		7,24,27,066
5,75,99,661	B. Field Work		
	1. Officers	23,76,276	
19,00,798	2. Ministerial Establishment	4,03,31,355	
3,33,56,058	3. Group D Staff	61,62,100	
50,71,313	4. Contingencies	48,00,078	
39,49,877	Total B—Field Work		5,36,69,809
4,42,78,046	Total Carried Over		1,65,02,61,327
1,37,50,59,966			

(A) See paragraph 1.1 of explanatory notes in Annexure I.

(B) See paragraph 1.2 of explanatory notes in Annexure I.

(C) See paragraph 1.3 of explanatory notes in Annexure I.

audited accounts of the Employees' State Insurance Corporation, together with audit report thereon, for the year 1980-81,

INSURANCE CORPORATION
FOR THE YEAR ENDED 31st MARCH, 1981

			INCOME	
Previous Year 1979-80	Heads of Account	Amount	Total	
Rs.		Rs.	Rs.	
	1. Contributions.			
1,53,63,28,298	Employers' and Employees' Shares	1,78,79,01,620(D)		
15,72,055	Employers' Share only	21,78,710(E)		
77,46,520	Employees' Share only	58,41,539(F)		
14,57,288	Interest on Contributions	17,34,671		
1,59,76,04,161	Total Contributions		1,79,76,56,540	
	State Government/Union Territories share towards medical benefits initially incurred by the Corporation	29,53,125		29,53,125
	Other Heads of Revenue			
4,83,70,143	Interest & Dividends	4,62,47,832(F)		
48,42,590	Compensation	2,97,67,004(G)		
	Rents, Rates & Taxes.			
7,92,757	(i) Offices of the Corporation (Including Staff Quarters)	8,30,839		
3,85,18,880	(ii) Hospitals, Dispensaries & Staff Quarters	4,77,84,380		
32,52,980	Fees, Fines & Forfeitures	45,01,668(H)		
17,00,879	Miscellaneous	24,11,553(I)		
9,74,78,229	Total of other Heads of Revenue		13,15,43,276	

1,69,73,04,265

Total Carried Over

1,93,21,52,941

(D) See paragraph 1.4 of explanatory notes in Annexure I.

(E) See paragraph 1.5 of explanatory notes in Annexure I.

(F) See paragraph 1.6 of explanatory notes in Annexure I.

(G) See paragraph 1.7 of explanatory notes in Annexure I.

(H) See paragraph 1.8 of explanatory notes in Annexure I.

(I) See paragraph 1.9 of explanatory notes in Annexure I.

(J) See paragraph 1.10 of explanatory notes in Annexure I.

Previous Year 1979-80	Heads of Account	Amount	Total
Rs.		Rs.	Rs.
1,37,50,59,966	Total Brought Forward		1,65,02,61,327
	C. Other Charges		
4,85,068	1. Legal Charges	4,75,220	
53,445	2. Insurance Courts	77,728	
1,37,783	3. Publicity and Advertisement Charges	1,19,514	
99,226	4. Charges for maintaining Banking Accounts	32,212(K)	
2,16,298	5. Audit Fees	2,42,000	
1,07,964	6. Leave Salary & Pension Contribution	74,064	
3,70,872	7. Depreciation of Office Building/Staff Cars	4,07,942	
9,93,727	8. Repairs and Maintenance of Office Buildings	16,31,768	
	9. Retirement Benefits		
53,42,509	(a) Pension Reserve Fund for the employees of the Corporation	66,58,690(L)	
39,401	(b) Corporation's Contribution towards Employees' Corporation Provident Fund	34,460	
37,01,309	(c) Interest paid to ESIC Provident Fund	46,11,760	
1,57,579	(d) Incentive Bonus	1,97,993	
35,000	10. Compassionate Reserve Fund	35,000	
90,000	11. Provident Fund Deposit-Linked Insurance Fund	90,000	
9,000	12. Losses	1,000	
39,532	13. Miscellaneous	10,539(M)	
—	14. Ex-Gratia	2,45,448	
1,18,78,713	Total C—Other Charges		1,49,45,338
11,37,56,420	Total Head 2—Administration Expenses		14,10,42,213
	3. Hospitals and Dispensaries		
47,88,913	1. Provision for depreciation of Hospital Buildings transferred to fund	46,41,490	
1,38,87,848	2. Provision for Repair & Maintenance of Hospitals/Dispensaries transferred to fund	1,85,65,960	
1,86,76,761	Total Head 3—Hospitals And Dispensaries		2,32,07,450
	4. Capital Construction/Emergency Reserve Fund		
15,97,60,416	1. Capital Construction	17,92,83,129(N)	
2,65,03,682	2. Emergency Reserve Fund	1,28,91,140(O)	
18,62,64,098	Total Head 4—Capital Construction/Emergency Reserve Fund		19,21,74,269
1,59,18,79,538	Total Expenditure on Revenue Account		1,88,05,88,384
10,60,24,727	To excess of Income over Expenditure carried over to Balance Sheet		5,15,64,557
1,69,79,04,265	GRAND TOTAL		1,93,21,52,941

(K) See paragraph 1.11 of explanatory notes in Annexure I.

(L) See paragraph 1.12 of explanatory notes in Annexure I.

(M) See paragraph 1.13 of explanatory notes in Annexure I.

(N) See paragraph 1.14 of explanatory notes in Annexure I.

(O) See paragraph 1.15 of explanatory notes in Annexure I.

Previous year 1979-80	Heads of Account	Amount	Total
Rs.		Rs.	Rs.
1,69,97,04,265	Total Brought Forward		1,93,21,52,941

1,69,79,04,265

GRAND TOTAL

1,93,21,52,941

I. C. SARIN,
Financial Advisor & Chief Accounts Officer
Employees' State Insurance Corporation

EMPLOYEES' STATE
Balance Sheet as at

Previous year 1979-80	Liabilities	Amount	Total
Rs.		Rs.	Rs.
	Balance of excess of Income over Expenditure		
1,56,96,49,187	As per last Balance Sheet	1,67,56,73,914	
10,60,24,727	Addition During the year	5,15,64,557	
1,67,56,73,914			1,72,72,38,471
	RESERVE FUNDS		
	1. Capital Construction Reserve Fund		
74,89,66,131	As per last Balance Sheet	92,25,45,790	
15,97,60,416	ADD provision made during the year	17,92,83,129	
1,38,19,243	Interest received from Investments	1,21,93,541	
92,25,45,790			1,11,40,22,460(A)
	2. Permanent (Partial & Total) Disablement Benefit Reserve Fund		
18,62,85,906	As per last Balance Sheet	20,05,65,536	
6,50,83,000	Provision made during the year	11,70,86,560	
70,66,776	Interest received from Investments	51,74,501	
(—)5,73,71,146	LESS payments made during the year	(—) 7,28,95,970	
20,05,65,536			24,99,30,627
	3. Dependents' Benefit Reserve Fund.		
10,51,06,740	As per last Balance Sheet	11,48,82,890	
1,76,48,000	Provision made during the year	4,70,94,440	
39,87,292	Interest received from Investments	29,63,944	
(—)1,18,59,142	LESS payments made during the year	(—)1,40,82,431	
11,48,82,890			15,08,58,843
	4. Employees' State Insurance Corporation (BB) Provident Fund.		
4,88,54,926	As per last Balance Sheet	5,21,25,066	
	Add amount credited during the year		
1,38,09,901	(i) Employees' Subscription	1,74,19,041	
39,401	(ii) Corporation's Contribution	(—)1,40,837	
37,01,309	(iii) Interest on Employees' & Corporation's Shares	46,11,760	
1,57,579	(iv) Incentive Bonus	1,97,993	
—	(v) D.A. Deposit	42,688	
6,65,63,116	Total carried over of this Head	7,42,47,611	
2,91,36,68,130	Total Carried Over		3,24,20,50,401

(A) See Receipt and Payment Account in Statement 'A'.

(BB) See Statement E.

INSURANCE CORPORATION

31st March, 1981.

Previous year 1979-80	Assets	Amount	Total
Rs.		Rs.	Rs.
	Lands and Buildings (Wholly owned by the Corporation).		
	(a) Buildings for Offices of the Corporation.		
3,09,71,171	As per last Balance Sheet	3,74,60,522	
64,89,351	Additions during the year	58,00,343	
3,74,60,522	Total (a)	4,32,60,865	
	(b) Hospitals & Dispensaries.		
43,05,68,012	As per last Balance Sheet	51,04,34,244	
7,98,66,232	Additions during the year	11,62,71,495	
51,04,34,244	Total (b)	62,67,05,739	
54,78,94,766			66,99,66,604(B)
	Lands and Buildings (Jointly owned by the Corporation and State Governments) Corporation Share.		
	Hospitals and Dispensaries.		
9,26,807	As per last Balance Sheet	11,85,085	
2,58,278	Additions during the year		
11,85,085			11,85,085
	Amount advanced for Capital expenditure.		
	(a) Amount advanced from General Cash Balance.		
4,03,95,046	As per last Balance Sheet	3,62,43,678	
—	ADD payments made during the year	—	
(—)41,51,368	LESS adjustments and recoveries	(—)1,72,85,841	
3,62,43,678	Total (a)	1,89,57,837	
	(b) Amount advanced from Capital Construction Reserve Fund.		
15,87,69,716	As per last Balance Sheet	14,14,36,660	
6,63,80,460	ADD payments made during the year	10,40,62,365	
(—)8,37,13,516	LESS adjustments and recoveries	(—)10,79,93,086	
14,14,36,660	Total (b)	13,75,05,939	
17,76,80,338			15,64,63,776
	Staff Cars.		
5,65,196	As per last Balance Sheet	5,65,196	
—	Additions during the year	—	
			5,65,196

72,73,25,385

Total Carried over

82,81,80,661

(B) See paragraph 2.1 of explanatory notes in Annexure II.

Previous year 1979-80	Liabilities.	Amount	Total
Rs.		Rs.	Rs.
2,91,36,68,130	Total Brought Forward		3,24,20,50,401
6,65,63,116	Total Brought Forward of the Sub-Head	7,42,47,611	
(—)1,06,61,268	LESS payments made during the year	(—)1,21,46,947	
	LESS amount transferred to :		
(—)37,41,674	(i) Pension Reserve Fund	(—)1,47,471	
(—)35,108	(ii) Unclaimed Deposit	(—)33,762	6,18,92,431
5,21,25,066			
1,08,482	5. Provident Fund Deposit—Linked Insurance Fund	1,65,923	
90,000	As per last Balance Sheet	90,000	
4,055	Provision made during the year	4,270	
(—)36,614	Interest and Gain received from Investments	(—)66,716	
1,65,923	LESS payments made during the year		1,93,477
	6. Employees State Insurance Corporation-Group Insurance Fund.		
75,880	As per last Balance Sheet	4,38,687	
4,93,928	Contribution received during the year	5,65,902	
2,857	Interest and Gain received from Investments	11,329	
65,000	Amount received from Life Insurance Corpn.	65,000	
(—)1,88,858	LESS Premium paid to Life Insurance Corpn.	(—)1,47,356	
(—)10,000	Assured sums paid to beneficiaries	(—)1,64,614	
(—)120	Endowment benefit paid to Retirement	(—)2,556	
4,38,687			7,66,392
	7. Depreciation Reserve Fund of buildings for the Offices of the Corporation (Including Staff Quarters).		
35,64,911	As per last Balance Sheet	40,42,890	
3,42,670	Provision made during the year	4,07,942	
1,35,309	Interest and Gain received from Investments	1,04,332	
40,42,890			45,55,164
	8. Depreciation Reserve Fund of Hospital Buildings.		
3,98,78,158	As per last Balance Sheet	4,61,79,807	
47,88,913	Provision made during the year	46,41,490	
15,12,736	Interest received from Investments	11,91,428	
4,61,79,807			5,20,12,725
	9. Depreciation Reserve Fund of Staff Cars.		
6,12,202	As per last Balance Sheet	6,21,714	
28,202	Provision made during the year	—	
23,136	Interest received from Investments	16,013	
(—)41,826	LESS payments made during the year	—	
6,21,714			6,37,727
3,01,72,42,217	Total Carried Over		3,36,21,08,317

Previous year 1979-80	Assets	Amount	Total
Rs.		Rs.	Rs.
72,73,25,385	Total Brought Forward		82,81,80,661
	Permanent Advance to the Heads of Offices of the Corporation.		
86,911	As per last Balance Sheet	91,031	
5,120	ADD payments made during the year	10,305	
(—)1,000	Less recoveries made during the year	(—)2	
19,031			1,01,334
	Advance of pay on transfer to the Employees of the Corporation		
28,547	As per last Balance Sheet	74,013	
1,51,396	ADD payments made during the year	1,31,250	
(—)1,05,930	LESS recoveries made during the year	(—)1,44,440	
74,013			60,823
	Advance of T.A. on transfer to the Employees of the Corporation.		
95,064	As per last Balance Sheet.	1,11,854	
1,54,562	ADD payments made during the year.	1,82,556	
(—)1,37,772	LESS recoveries made during the year	(—)1,64,788	
1,11,854			1,29,622
	Advance for the purchase of Conveyance to the Employees of the Corporation.		
13,54,727	As per last Balance Sheet	15,66,591	
9,78,021	ADD payments made during the year	11,00,981	
(—)7,66,157	LESS recoveries made during the year	(—)8,54,256	
15,66,591			18,13,316
	Miscellaneous Advances to the Employees of the Corporation (Festival Advance/And Fan Advance/Flood Advances)		
28,98,872	As per last Balance Sheet	21,98,872	
18,73,966	ADD payments made during the year.	19,46,619	
(—)25,73,823	LESS recoveries made during the year	(—)23,62,668	
21,98,872			17,82,823
	House Building Advance		
91,57,060	As per last Balance Sheet	1,09,50,908	
26,39,100	ADD payment made during the year	33,41,634	
(—)16,45,252	LESS recoveries made during the year	(—)16,26,460	
1,09,50,908			1,26,66,082
	Advance payments on behalf of State Governments.		
1,327	As per last Balance Sheet	2,239	
1,860	ADD payments made during the year	1,457	
(—)948	LESS recoveries made during the year	(—)1,833	
2,239			1,863
74,23,20,893	Total Carried Over		84,47,36,524

Previous year 1979-80	Liabilities	Amount	Total
Rs.		Rs.	Rs.
3,01,72,42,217	Total Brought Forward		3,36,21,08,317
	10. Repairs and Maintenance Reserve Fund of Buildings for the Offices of the Corporation (including Staff Quarters)		
56,12,696	As per last Balance Sheet	59,79,681	
9,93,727	Provision made during the year	16,31,768	
1,06,735	Interest received from Investments	67,183	
(—)7,33,477	LESS amount adjusted on receipt of certified statements of expen- diture	(—)10,97,198	
59,79,681			65,81,434(C)
	11. Repairs and Maintenance Reserve Fund of Hospital Buildings.		
8,19,81,321	As per last Balance Sheet	9,18,63,917	
1,38,87,848	Provision made during the year	1,85,65,960	
20,47,060	Interest received from Investments	14,52,615	
(—)60,52,312	LESS amount adjusted on receipt of certified statements of expen- diture	(—)1,05,24,590	
9,18,63,917			10,13,57,902(D)
	12. Pension Reserve Fund for the Employees of the Corporation.		
8,29,87,739	As per last Balance Sheet	9,39,19,784	
60,22,295	Provision made during the year	79,65,223	
31,48,153	Interest received from Investments	24,23,136	
(—)19,80,077	LESS payments made during the year	(—)32,96,010	
37,41,674	ADD amount transferred from E.S.I.C. Provident Fund	—	
9,39,19,784			10,10,12,133
	13. Emergency Reserve Fund.		
34,94,27,240	As per last Balance Sheet	38,91,86,254	
2,65,03,682	Provision made during the year	1,28,91,140	
1,32,55,332	Interest realised on Investments	
..	GAIN in realisation of	(—)7,480	
38,91,86,254			40,20,69,914
3,59,81,91,853	Total Carried Over		3,97,31,29,700

(C) See Receipt and Payment Account in Statement 'B'.
(D) -do- 'C'

Previous year 1979-80	Assets	Amount	Total
Rs.		Rs.	Rs.
74,23,20,893	Total Brought Forward		84,47,36,524
	Amount advanced to State Govt./State P.W.D. etc. towards Re- pairs and Maintenance of Hospitals/Dispensaries/Office of the Corporation and Staff Quarters.		
	(a) Offices of the Corporation.		
28,00,546	As per last Balance Sheet	33,76,345	
11,17,049	ADD payments made during the year	10,53,797	
(—)5,41,250	LESS cash refunds	(—)13,49,467	
33,76,345			30,80,675
	(b) Hospitals/Dispensaries/Annexes.		
2,80,17,996	As per last Balance Sheet	3,55,60,187	
1,11,27,409	ADD payments made during the year	83,79,234	
(—)35,85,218	LESS cash refunds	(—)81,57,585	
3,55,60,187			3,57,81,836
	Miscellaneous Advances. (E)		
15,49,008	As per last Balance Sheet	22,05,390	
30,43,537	ADD payments made during the year	33,89,984	
(—)23,87,155	LESS receipts during the year	(—)31,82,720	
22,05,390			24,12,654
	Loans to State Governments. (F)		
2,48,05,967	As per last Balance Sheet	2,22,88,834	
—	ADD Payments made during the year	—	
(—)25,17,133	LESS amount refunded by State Governments	(—)28,22,167	
2,22,88,834			1,94,66,667
	Remittances. (G)		
	Cash Remittances.		
(—)22,45,890	As per last Balance Sheet	(—)5,08,87,464	
3,40,35,52,264	ADD debits during the year	3,88,72,99,847	
(—)3,45,21,93,838	LESS credits during the year	(—)3,83,87,62,327	
(—)5,08,87,464			(—)23,49,944
	Other Remittances. Exchange Account. (H)		
(—)60,401	As per last Balance Sheet	1,22,18,655	
14,96,99,900	ADD debits during the year	10,25,24,460	
(—)13,74,20,844	LESS credits during the year	(—)11,31,37,336	
1,22,18,655			16,05,7
76,70,82,840	Total Carried Over		90,47,34,194

(E) See paragraph 2.2 of explanatory notes in Annexure II.

(F) See paragraph 2.3 of explanatory notes in Annexure II.

(G) See paragraph 2.4 of explanatory notes in Annexure II.

(H) See paragraph 2.5 of explanatory notes in Annexure II.

Previous year 1979-80	Liabilities	Amount	Total
Rs.		Rs.	Rs.
3,59,81,91,853	Total Brought Forward		3,97,31,29,300
	14. Compassionate Reserve Fund for the Employees of the Corporation.		
27,768	As per last Balance Sheet	26,302	
35,000	Provision made during the year	35,000	
1,013	Interest received from Investments	640	
(—)37,479	LESS payments made during the year	(—)36,969	
26,302			24,973
	Deposits.		
	Deposit of Securities.		
5,94,014	As per last Balance Sheet	8,97,797	
6,90,720	ADD deposits during the year	6,47,581	
(—)3,86,937	LESS deposits repaid during the year	(—)5,82,019	
8,97,797			9,63,359
	Deduction from bills payable to other parties.		
57,378	As per last Balance Sheet	80,774	
15,98,313	ADD amount credited during the year	14,27,950	
15,74,917	LESS payments made during the year	(—)14,52,766	
80,774			55,958
	Unclaimed Deposits in the ESIC Provident Fund		
25,253	As per last Balance Sheet	51,115	
35,108	ADD amount credited during the year	33,762	
(—)9,246	LESS payments made during the year	(—)10,279	
51,115			74,598
	As per last Balance Sheet.		
(—)4,25,000	ADD deposits during the year.	—	
	LESS payments to the Family Planning Project. Miscellaneous	—	
(—)4,25,000	Deposits.		
5,85,608	As per last Balance Sheet.	17,97,342	
30,92,265	ADD deposits received during the year.	21,79,184	
(—)18,80,531	LESS deposits repaid/Adjusted during the year	(—)18,59,759	
17,97,342			21,16,767
3,60,10,45,183	Total Carried Over.		3,97,63,65,355

Previous year 1979-80	Asscts	Amount	Total
Rs.		Rs.	Rs.
76,70,82,840	Total Brought Forward.		90,47,34,191
	INVESTMENTS AT COST.		
	1. Capital Construction Reserve Fund.		
36,42,88,655	As per last Balance sheet.	47,26,24,460	—
10,83,35,805	ADD Investments made during the year.	9,15,54,808	
—	Deduct—realisation on maturity or sale of Investments.	—	
47,26,24,460			56,41,79,268
	2. Permanent (Partial and Total) Disablement Reserve Fund.		
18,62,85,906	As per last Balance Sheet.	20,05,65,536	—
1,42,79,630	ADD Investments made during the year	4,93,65,091	—
—	LESS realisation on maturity or sale of Investments.	—	—
20,05,65,536			24,99,30,627
	3. Dependant's Benefit Reserve Fund.		
10,51,06,740	As per last Balance Sheet.	11,48,82,890	
97,76,150	ADD Investments made during the year.	3,59,75,953	—
—	LESS realisation on maturity or sale of Investments.	—	—
11,48,82,890		—	—
	4. Employees State Insurance Corporation. Provident Fund		15,08,58,843
4,88,54,926	As per last Balance Sheet.	5,21,25,066	
32,70,140	ADD Investments made during the year.	97,67,365	
—	LESS realisation on maturity or sale of investments.	—	
5,21,25,066			6,18,92,431
	5. Provident Fund Deposit-Linked Insurance Reserve Fund.		
1,08,482	As per last Balance Sheet.	1,65,923	
57,441	ADD investments made during the year	27,554	
—	Deduct realisation on maturity or sale of investments.	—	
1,65,923			1,93,477
	6. Group Insurance Fund.		
75,880	As per last Balance Sheet.	4,38,687	
3,62,807	ADD Investments made during the year.	3,27,705	
—	LESS realisation on maturity or sale of investments	—	
4,38,687			7,66,392
	7. Depreciation Reserve Fund of buildings for the officers of the Corporation (including Staff Quarters).		
35,64,911	As per last Balance Sheet.	40,42,890	
4,77,979	ADD investments made during the year.	5,12,274	
—	LESS realisation on maturity or sale of investments.	—	
40,42,890			45,55,16
	8. Depreciation Reserve Fund of Hospital Buildings.		
3,98,78,158	As per last Balance Sheet.	4,61,79,807	
63,01,649	ADD Investments made during the year.	58,32,918	
—	LESS realisation on maturity or sale of investments.	—	
4,61,79,807			5,20,12,725
	9. Depreciation Reserve Fund of Staff Cars.		
6,12,202	As per last Balance Sheet.	6,21,714	
9,512	ADD investments made during the year.	16,013	
—	LESS realisation on maturity or sale of investments.	—	
6,21,714			6,37,727
1,65,87,29,813	Total Carried Over.		1,98,97,60,8

Previous year 1979-80	Liabilities	Amount	Total
Rs.		Rs.	Rs.
3,60,10,45,183	Total Brought Forward.		3,97,63,65,355

3,60,10,45,183

GRAND TOTAL.

3,97,63,65,355

New Delhi.

Dt. 30th May, 1981.

COMMON SEAL
EMPLOYERS' STATE INSURANCE CORPORATION
NEW DELHI, DATED THE DECEMBER, 1981

Scaled in My Presence
Sd/-
(HAR MANDER SINGH)
Director General.
15-12-1981

Previous year 1979-80	Assets	Amount	Total
Rs.		Rs.	Rs.
1,65,87,29,813	Total Brought Forward.		1,98,97,60,845
	10. Repairs and Maintenance Reserve Fund of Buildings for the offices of the Corporation. (including Staff Qrs.).		
28,12,150	As per last Balance Sheet.	26,03,336	
—	ADD investments made during the year.	8,97,422	
(—)2,08,814	LESS realisation on maturity or sale of investments.	—	
26,03,336			35,00,758
	11. Repairs and Maintenance Reserve Fund of Hospital Buildings		
5,39,63,325	As per last Balance Sheet.	5,63,03,730	
23,40,405	ADD investments made during the year.	92,72,336	
—	LESS realisation on maturity or sale of investments	—	
5,63,03,730			6,55,76,066
	12. Pension Reserve Fund for the Employees of the Corporation.		
8,29,87,739	As per last Balance Sheet.	9,39,19,784	
1,09,32,045	ADD investments made during the year.	70,92,349	
—	LESS realisation on maturity or sale of investments.	—	
9,39,19,784			10,10,12,133
	13. Emergency Reserve Fund.		
34,94,27,240	As per last Balance Sheet.	38,91,86,254	
3,97,59,014	ADD Investments made during the year.	1,28,83,660	
—	Deduct-Realisation on maturity or sale of investments.	—	
38,91,86,254			40,20,69,914
	14. Compassionate Reserve Fund.		
27,768	As per last Balance Sheet.	2,6302	
(—)1,464	ADD investments made during the year	(—)1,329	
—	LESS realisation on maturity or sale of investments.	—	
26,302			24,973
	General Cash Balance.		
1,19,17,73,449	Investment as per last Balance Sheet	1,32,48,09,752	
76,95,16,003	ADD investments made during the year.	23,92,91,938	
(—)63,64,79,700	LESS realisation on maturity or sale of investments	(—)24,34,38,473	
1,32,48,09,752			1,32,66,63,217
48,82,242	Cash in hand.	53,68,804	
7,05,83,970	Cash with Bankers.	8,83,88,645(I)	
7,54,66,212			9,37,57,449
1,40,02,75,964	Total Cash Balance		1,41,44,20,666
3,60,10,45,183	GRAND TOTAL		3,97,63,65,355

Sd/-
(I.C. SARIN),
Financial Adviser &
Chief Accounts Officer,
Employees' State Insurance Corporation.

(I) See paragraph 2.6 of explanatory notes in Annexure II.

STATEMENT-'A'

Capital Construction Reserve Fund Account

Receipts		Payments	
Balance as on 31-3-80	92,25,45,790	Assets created out of Capital Construction Reserve Fund as at 31-3-1981	41,23,37,253
Add : Contribution during the year 10 % of income from Contributions 17,95,92,187			
Less : 10 % Excess contributions made in the previous years on interest on contributions 17,92,83,129	(-) 2,09,058	Advances paid to construction Agencies. Amount available in the Fund as at the 31-3-198	13,75,65,929
Interest on investment 1,21,93,541	17,92,83,129		56,41,79,268.
	1,21,93,541		
TOTAL	1,11,40,22,460		1,11,40,22,460
	Investable Balance as on 31-3-1981.	56,41,79,268	
	Investments as on 31-3-1980	47,26,24,460	
	Further investments to be made during the year 1980-81	9,15,54,808	

STATEMENT-B

Receipt and Payment Account of the Repair and Maintenance Reserve Fund of Office Buildings/Annexes etc.

Rs.		Rs.	
Opening Balance	59,79,681	Amount advanced to State Government/State Public Works	
Provision made during the year	16,31,768	Departments towards repairs and maintenance of Office/Bldgs.	55,27,34(A)
Interest on Investments	67,183	Amount available in the Fund	35,00,758
Cash refunds of unutilised advances made by the State Governments/State Public Works Departments	13,49,466		
TOTAL :	90,28,098		90,28,098
	(a) Amount advanced to State Govts.	13,49,466	55,27,340
Less : Cash refunds of unutilised advances			
Less : Amount Adjusted on receipt of certified statements of expenditure		10,97,198	
			24,46,664
	Balance as per balance sheet (page xlx)		30,80,676

STATEMENT-C

Receipt and Payment Account of the Repair and Maintenance Reserve Fund of Hospital Building/Dispensaries/Annexes etc.

Rs.		Rs.	
Opening Balance	9,18,63,917	Amount advance to State Govt./State Public Works Department towards repairs and maintenance of Hospitals/Dispensaries/Annexes etc.	5,44,64,011(A)
Provision made during the year.	1,85,65,960		
Interest on investments	14,52,615	Amount available in the Fund	6,55,76,666
Cash refunds of unutilised advances made by the State Governments/State Public Works Departments	81,57,585		
TOTAL	12,00,40,077		12,00,40,077
	(A) Amount advance to State Govts		5,44,64,011
Less : Cash refunds of unutilised advances		81,57,585	
Less : Amount adjusted on receipt of certified Statements of expenditure		1,05,24,590	
		1,86,82,175	1,86,82,175
	Balance as per Balance Sheet (page xlx)		3,57,81,836

STATEMENT-D

Statement showing details at 31st March, 1981 of Employees : State Insurance Corporation
General Provident Fund and Contributory Provident Fund.

	General Provident Fund	Contributory Provident Fund	Total
	Rs.	Rs.	Rs.
(1) Opening Balance	4,49,08,960.70	72,18,635.29	5,21,27,595.99
(2) Employees' Subscription	1,71,39,990.06	1,40,749.00	1,72,80,739.06
(3) Corporation's Contribution	..	34,460.00	34,460.00
(4) Interest on (Employee's & Corporation's Share)	45,04,440.51	1,07,319.00	46,11,759.51
(5) Incentive Bonus	1,94,411.00	3,582.000	1,97,993.00
(6) Total	6,67,47,802.27	75,04,745.29	7,42,52,547.56
(a) Less payment made during the year	1,20,35,258.00	1,14,982.00	1,21,50,240.00
(b) Less amount transferred to :-			
(i) Pension Reserve Fund	4,664.00	1,69,807.00	1,74,471.00
(ii) Unclaimed Deposits	28,154.15	5,490.00	33,644.15
(iii) VII. Misc. Receipts	1,562.00	..	1,562.00
Closing Balance	5,46,78,164.12	72,14,466.29	6,18,92,630.41

STATEMENT-E

Receipt and Payment Account of Provident Fund for the year 1980-81

Receipts	Amount Rs.	Payments	Amounts Rs.
(1) Opening Balance Employees' Subscription		Payment made to subscriber during the year 1980-81	
(i) GPF Rs. 4,49,08,960.70		(i) GFP Rs. 1,20,35,258.00	
(ii) CPF Rs. 72,18,635.29		(ii) CPF Rs. 1,14,982.00	
	5,21,27,595.99		1,21,50,240.00
(2) Receipts during the year Employees' Subscription		Closing Balance :	
(i) GPF Rs. 1,71,39,990.06		(i) GPF Rs. 6,04,10,561.91	
(+) Rs. 57,32,397.79			
(ii) CPF Rs. 1,40,749.00		(ii) CPF Rs. 14,82,068.50	
(+) Rs. 57,32,397.79	1,72,80,739.06		6,18,92,630.41
(3) Interest : :			
(a) On own share :			
(i) GPF Rs. 45,04,440.51			
(ii) CPF Rs. 60,956.00	45,65,396.51		
(b) On Corporation share :			
CPP Rs. 45,363.00	46,363.00		
(4) Corporation's share of contribution for 1980-81			
Rs. 34,460.00	34,460.00		
(5) Incentive Bonus :			
(i) GPF Rs. 1,94,411.000			
(ii) CPF Rs. 3,582.00	1,97,993.00		
(6) Amount Transferred to :			
(a) Unclaimed Deposits :			
(i) GPF Rs. 28,154.15			
(ii) CPF Rs. 5,490.00	33,644.15		
(b) Pension Reserve Fund			
(i) GPF Rs. 4,664.00			
(ii) CPF Rs. 1,69,807.00	1,74,471.00		
(c) VII Misc. Receipts			
Rs. 1,562.00	1,562.00		
GRAND TOTAL	7,40,42,870.41		7,40,42,870.41
Closing Balance of Accounts	Rs.	6,18,92,431.00	
Closing Balance of Broad Sheet	Rs.	6,18,92,631.00*	
Difference	Rs.	200.00 (Excess in Broad Sheet)	

*The Closing Balance as per Broad Sheet is Rs. 6,18,92,631.00. The difference of Rs. 200.00 has been identified and will be corrected in the accounts for 1981-82.

ANNEXURE-I

Explanatory notes on Income and Expenditure Accounts.
1.1 'A' on page ii.

The amount includes Corporation's share of expenditure on the initial equipment purchased for the hospitals.

The total expenditure on the purchase of equipment from 1967-68 to 1971-72 and from 1973-74 to 1979-80 (information for the year 1972-73 is being collected) is Rs. 1,50,67,801.80. During the year 1980-81, a further sum of Rs. 70,86,370.50p. was sanctioned for purchase of hospital equipment. The same had not been exhibited in the Balance Sheet as assets. Capitalisation of this expenditure is still under consideration of the Corporation.

1.2 'B' on page ii.

The increase in the expenditure is mainly on account of the following reasons:

- (a) Additional coverage.
- (b) Increase in the amount of average daily rate of benefit consequent on upward revision of wages.
- (c) A trend towards an increase in the average number of benefit days per annum per employee.

1.3 'C' on page ii.

The amount includes the additional amount of Rs. 430.00 lakhs as one time adjustment on account of enhancement of rates of benefits w.e.f. 1-4-80 in cases where disablement or death occurred before 1-4-78.

1.4 'D' on page iii.

Prior to 1-7-73, the Employers' Special Contribution and Employees' Contribution were booked separately under the sub-head 'Employers' Share and Employers' Share only'. Consequent on the repeal of Chapter V-A of the Employees' State Insurance Act, 1948, the combined contributions are now being shown under the sub-head "Employers' and Employees' Share". The increase in contribution income is mainly on account of additional coverage and increase in the amount of average rate of contribution consequent on revision of wages.

1.5 'E' on page iii.

Represents recoveries of arrears for the period prior to 1-7-73.

1.6 'F' on page iii.

The decrease in receipts under 'Interest and Dividends' is due to investments being made since 1st October, 1976 in term deposits under 'Re-investment Plan' of the State Bank of India under which interest falling due is credited to the Corporation's account on maturity of an investment.

This excludes the amount of Rs. 1,307.70 lakhs as interest accrued during the year 1980-81 on investments in re-investment plans as the amount will be payable to Corporation on maturity of the investments.

1.7 'G' on page iii.

The receipts under 'Compensations' represent the amount recovered from the State Governments under the provision of Section 53(2) of the Employees, State Insurance Act, in case where the incidence of sickness payments to insured persons in any State is found to exceed the All India average.

1.8 'H' on page iii.

This includes receipts on account of licence fee from the employers for use of franking machines by them and also damages levied on the employers for failure to pay dues of the Corporation and non-submission of Contribution Cards in time.

1.9 'I' on page iii.

This includes receipts on account of cost of duplicate identity cards, recoveries of over payments and disallowances in audit, recoveries of leave salary and pension contributions, employees' contribution towards Central Governments Health Scheme and other receipts.

1.10 'J' on page iv.

This includes miscellaneous expenses including fee paid for postmortem examination of insured persons and charges payable to police authorities for obtaining police reports and other statements for deciding cases of employment injuries etc.

1.11 'K' on page vi.

This includes telegraphic charges on bank transfers and commission charges by the Associate Banks of the State Bank of India for the sale of contribution stamps. The decrease in expenditure is partly due to reduction in the rate of telegraphic transfer of fund from Rs. 7 to Rs. 3 per telegraphic transfer w.e.f. 1-9-79 and waiver of commission on realisation of contributions in cash.

1.12 'L' on page vi.

This excludes the pensionary liability of the employees of D(M) Delhi which is included under 1-A(ii) Medical Benefit being sharable expenditure with Delhi Administration.

The accumulated pensionary liability in respect of Contributory Provident Fund beneficiaries who opted for coming over to the pension scheme have been provided for in the Pension Reserve Fund during the year 1980-81.

1.13 'M' on page vi.

This expenditure represents payments on account of refunds of lapsed deposits and payments of E.S.I.C. Provident Fund transferred to Miscellaneous receipts.

1.14 'N' on page vii.

As per decision dated 1-2-1974 of the Standing Committee of the Corporation, 10% of the total revenue derived from Employers' and Employees' contribution is credited to the Capital Construction Reserve Fund for construction of Hospitals/Dispensaries/other medical institution and office buildings/staff quarters. However, an amount of Rs. 3,09,058/- being the excess amount provided in the earlier years has been written back.

1.15 'O' on page viii.

This represents transfers to Emergency Reserve Fund as per decision of the Corporation in its meeting held on 17th March, 73. The Corporation has laid down that 20% of the excess of income over expenditure (whole of the amount when excess is less than rupees one crore) should be credited to the Emergency Reserve Fund.

ANNEXURE-II

Explanatory notes on Balance Sheet

2.1 'B' on page xi.

Includes assets worth Rs. 23,94,10,096 created out of General Cash Balance.

2.2 'E' on page xix.

Include

- (i) Advances to Controller of Stationery, Calcutta.
- (ii) Advances to Public Works Departments.
- (iii) Advances to Printing and Stationery Departments of the State Governments.
- (iv) Advances to Regional Offices and other offices of the Corporation.
- (v) Advances to Municipal Committees, Local Bodies etc.
- (vi) Advances for legal charges.
- (vii) Advances to Corporation's Departmental Canteens.
- (viii) Other Advances which are not classified elsewhere.
- (ix) Special Advances.

2.3 'F' on page xxi.

Represents loans granted to the Government of Maharashtra prior to 1977-78 for construction and expansion of Employees' State Insurance Projects in the State.

2.4 'G' on page xxi.

The term 'Cash Remittances' denotes transfer of funds (cash) from one account circle to another and vice versa. The revenue of the Corporation is collected by sale of stamps/cash realisation through the State Bank of India and its Associate Banks. The contributions received are transferred to the accounts of the respective Regional Office Account No. I (Collection Account) and finally transferred to Account No. I (Central) of the Headquarters' Office. Funds for administrative expenditure and benefit payments to insured persons are provided to Regional Office/Local Office from Central Account No. I (Headquarters Office) by making transfers. All such transactions in transferring funds from one office to another are known as 'Cash Remittances'.

The minus balance of Rs. 23,49,944 under the head 'Cash Remittances' represents adjustments of certain credits in the accounts of the Corporation for which per contra debits could not be afforded before 31-3-81 for want of debit advices from the banks.

2.5 'H' on page xxi.

The term 'Other Remittances—Exchange Account' denotes book adjustments between one office of the Corporation and the other and vice versa. Transactions originating in one office of the Corporation adjustable in the books of another office of the Corporation are transferred through Exchange Account.

The balance of Rs. 16,05,779 under the head 'Other Remittances—Exchange Account' represents adjustment of certain debits in the account of the Corporation for which per contra credits (Responding items) could not be effected before the close of the accounts for 1980-81.

2.6 'I' on page xxxiii.

Cash with bankers comprises the following:

- (i) Balances in Regional Office Account No. I (Collection Accounts which represents the collections made by the Banks on 30th & 31st March, 81).
- (ii) Balance in Regional Office/D(M)D Account No. II for meeting Administrative expenses and expenditure on medical care in Delhi.
- (iii) Balance in Account No. II of Local Offices for making cash Benefit payments to Insured Persons.

AUDIT CERTIFICATE

I have examined the foregoing accounts for the year 1980-81 and the Balance Sheet as on 31st March 1981 of the Employees' State Insurance Corporation and obtained all the information and explanations that I have required and subject to the observations in the Audit Report appended, I certify as a result of my audit, that in my opinion these accounts and the Balance Sheet are properly drawn up so as to exhibit a true and fair view of the state of affairs of the Corporation according to the best of my information and explanations given to me and as shown by the books of the Corporation.

Sd/-

New Delhi.
Dated: 5-12-1981.

Director of Audit
Central Revenues

Audit Report on the accounts of the Employees' State Insurance Corporation for the year 1980-81.

1. General

During the year 1980-81, the provisions of the Employees' State Insurance Act, 1948, were extended to 7014 factories/establishments covering 349 lakh employees. The number of factories/establishments covered by the Act was 71614 having 63.32 lakhs employees as on 31st March, 1981. However, the break up between (i) factory and (ii) establishment and number of employees therein was not available with the Corporation.

An analysis of the income and expenditure of the Corporation for the year 1979-80 and 1980-81 is given belows—

Income 1979-80, 1980-81 (Rs. in lakhs)		Expenditure 1979-80, 1980-81 (Rs. in lakhs)	
1. Employers' and Employees' contribution	15,961	1. Benefits to insured persons and their families	17,959
2. Interest on contribution	15	A-Medical benefits	
3. State Governments' share towards medical benefits initially incurred by the Corporation	28	(i) Payment to State Governments etc. as Corporation's share of their expenses on providing medical treatment	6,023 6,799
4. Interest and dividends	484	(ii) Medical treatment and care and	

5. Miscellaneous	491	853	maternity benefits expenses incurred directly by the Corporation	336	380
			B—Cash and other benefits to insured persons and their families paid directly by the Corporation	6,372	8,063
			(2) Administrative expenses	1,138	1,410
			(3) Hospitals and Dispensaries	187	232
			(4) Capital construction	1,598	1,793
			(5) Emergency reserve fund	265	129
			(6) Excess of income over expenditure	1,060	516
Total	16,979	19,322	Total	16,979	19,322

2. ANNUAL ACCOUNTS

2.1 Miscellaneous deposits, unclassified receipts (Suspense account).

As on 31st March, 1981 a credit balance of Rs. 21.16 lakhs was lying unadjusted under the head "Miscellaneous Deposits, Unclassified Receipts (Suspense Account)" of which Rs. 11.26 lakhs related to 1979-80 and Rs. 9.90 lakhs to 1980-81. The balance represents the net effect of the figures booked under the following heads:—

- (i) Unclassified receipts.
- (ii) Unclassified payments.
- (iii) Repayment of Additional D.A. deposits; and
- (iv) Miscellaneous Deposits.

The Corporation reported (November 1981) that the outstanding were due to non-availability of Challans in support of credits and that remedial steps had been taken to avoid recurrence of such Unclassified items in future accounts.

2.2 Depreciation Reserve Fund for Staff Cars

The annual provision towards depreciation of staff cars (Rs. 6.38 lakhs) had exceeded the value of staff cars as per books (Rs. 5.65 lakhs) and the excessive provision is being commented in audit reports. Despite this, the Corporation continued to provide additional depreciation on the ground that accumulation in depreciation was not adequate in view of the increase in cost of staff cars. It would, however, not be proper to classify provision to achieve future replacement costs as "depreciation".

3. Advances

3.1 The accounts of Corporation showed that advance payments amounting to Rs. 1564.64 lakhs made for purchase of land, construction of buildings etc. were outstanding on 31st March, 1981 under the head 'Amount advanced for capital expenditure for final adjustment'. The amount of outstanding

advances as per detailed records was, however, Rs. 1566.88 lakhs as detailed below:—

Serial Number	Year in which advance payments made	Amount outstanding as on 31st March 1981
(in lakhs of Rs.)		
1. Upto	1970-71	153.04
2.	1971-72	32.88
3.	1972-73	29.94
4.	1973-74	20.35
5.	1974-75	49.61
6.	1975-76	32.99
7.	1976-77	84.31
8.	1977-78	78.48
9.	1978-79	167.99
10.	1979-80	162.81
11.	1980-81	754.48
Total		1566.88

a Following further comments are offered in this respect.

(i) The outstanding amount of Rs. 1,53,04,304 shown against 1970-71 also included the payments awaiting final adjustment relating to the period as far back as 1960-61. The break-up of the outstanding amount prior to 1970-71 was not made available to Audit. The clearance of the payments prior to 1970-71 was apparently not being pursued.

(ii) Though a considerable part of expenditure awaiting final adjustment (Rs. 15.67 crores) related to the purchase of land but there was nothing on record to indicate that efforts were being made to clear these outstanding items expeditiously.

3.2 Out of the amounts advanced to the State Governments/State Public Works Departments for repairs and maintenance of the hospitals and other buildings of the Corporation, Rs. 388.63 lakhs remained unadjusted as on 31st March, 1981, as detailed below:—

Sr. No.	Year of advances	Amount outstanding as on 1st April 1980	Cleared during 1980-81	Unadjusted amount as on 31st March 1981
1	2	3	4	5
(Rs. in lakhs)				
1.	1974-75	66.53	1.73	64.80
2.	1975-76	36.58	3.17	33.41
3.	1976-77	41.70	7.08	34.62
4.	1977-78	59.79	10.85	48.94
5.	1978-79	70.35	28.66	41.69
6.	1979-80	126.20	46.72	79.48
(i) Less discrepancy in broad-sheet and balance sheet				
		(—)1.85	(—)1.85	..
(ii) Less lump sum adjustment in respect of Gujarat Region				
		(—)1.94	(—)1.94	..

1	2	3	4	5
7	1980-81	111.96	..	111.96
(i)	Less lump sum adjustment in respect of Gujarat Region	(-) 26.11		(-) 26.11
(ii)	Less discrepancies between accounts and broad-sheet	(-) 100.16		(-) 100.16
		483.05	94.42	388.63

The progress of clearance of the unadjusted amounts pertaining to old period was apparently very slow.

3.3. Out of advance payments to various parties made in the previous years for supplies made and services rendered to the Corporation, Rs. 24.13 lakhs remained unadjusted as on 31st March 1981, as detailed below :-

Sr No.	Year of advance payment	Amount outstanding as on 1st April 1980	Cleared during 1980-81	Amount remaining unadjusted as on 31st March 1981
		(Rs. in lakhs)		
1.	1974-75	8.30	3.06	5.24
2.	1975-76	0.59	0.11	0.48
3.	1976-77	0.28	0.04	0.24
4.	1977-78	2.05	0.22	1.83
5.	1978-79	0.84	0.21	0.63
6.	1979-80	(i) 8.96 (ii) 0.78	(i) 2.90 (ii) Nil	(i) 6.06 (ii) 0.78
		(Special advances)		
	Discrepancy between broad-sheet and balance sheet	0.25	0.25	..
7.	1980-81	(i) 8.28 (ii) 0.59	..	(i) 8.28 (ii) 0.59
		(Special advances)		
Total		30.92	6.79	24.13

The outstanding amount of Rs. 24.13 lakhs was pending against the following parties:

Party	Amount Outstanding (Rupees)
1. Comptroller of Stationery	5,26,229
2. State Printing and Stationery departments	70,801
3. C.P.W.D. and State P.W. departments	64,695
4. Regional and other offices of the Corporation	7,12,920
5. Postal department, municipal committees, other local bodies etc.	8,375
6. Legal charges	2,44,969
7. Departmental Canteen	10,102
8. Other	6,37,787
9. Special advances	1,36,830
TOTAL	24,12,807

The following position in respect of some of the outstanding advances is noticed:

(a) Regional Offices and other offices of the Corporation Rs. 7,12,920

The amount represented the advance payments for meeting petty expenses made by the Corporation from time to time to its regional and other offices. The non-adjustment of an amount of this magnitude advanced for petty expenditure for years together was not justifiable.

(b) Others : Rs. 6,37,787

The details and the particulars relating to this category of advances were not made available to Audit. The Corporation stated (November, 1981) that the amount represented miscellaneous types of expenditure which could not be explained factually

(c) Special advances : Rs. 1,36,830

This amount related to losses due to theft, fraud, embezzlement etc. during the previous years, as detailed below: -

Region	Amount outstanding (Rupees)
1. Delhi	11,117
2. Gujarat	7,071
3. Madhya Pradesh	22,431
4. Karnataka	5,000
5. Uttar Pradesh	9,500
6. West Bengal	81,711
Total	136,830

The year-wise break-up of the outstanding balance under special advances was not available and during 1980-81 there was a clearance of Rs. 1000 only in respect of the West Bengal region during 1980-81. The matter of clearance of the outstanding amount was not being pursued effectively.

4. Non-valuation of assets and liabilities

According to Section 37 of the ESI Act, 1948, the Corporation should, at an interval of five years, have a valuation of its assets and liabilities made by a valuer appointed with the approval of the Central Government. Although this aspect was pointed out in the last year's Audit Report, the sixth quinquennial valuation of the assets and liabilities as on 31st March 1979 which was commenced in November, 1979, had not been completed so far (November 1981). The Corporation stated (November 1981) that the Controller of Insurance, Government of India, had taken up the valuation work and that it was in active progress.

5. Arrears of contributions

The arrears of contributions from the employers/employees of 20,636 factories establishments had increased from Rs. 28.10 crores as on 31st March, 1980 to Rs. 41.24 crores for the period upto 30th November, 1980 as on 31st March, 1981. Yearwise details of arrears of contributions were, however, not available with the Corporation as the information in this behalf was yet to be received from some regions.

Particulars in respect of some of the factories/establishments involving heavy arrears are given below:

Sr. No.	Factory/establishment	Region	Amount (Rs. in lakhs)
1.	M/s Calico Mills, Ahmedabad	Gujarat	866.97
2.	D.E.S.U.	Delhi	149.45
3.	M/s Bharat Heavy Electricals	U.P.	88.68
4.	M/s Broadway Mills Ltd.	Bombay	77.99
5.	M/s Hope Textile Mills, Indore	M.P.	51.19
6.	M/s Sitaram Limited	Bombay	41.91
7.	M/s Malwa United Mills, Indore	M.P.	41.66
8.	M/s Swadeshi Cotton Mills, Kanpur	U.P.	25.78
9.	M/s RBHM Jute Mills, Kalihar	Bihar	25.33
10.	M/s Atherton West & Company, Kanpur	U.P.	23.87
11.	M/s Orissa Textile Mills, Chowdwar	Orissa	21.42
12.	M/s Phoenix Mills Ltd.	Bombay	17.16
13.	M/s A.P. Text Book, Press	Andhra Pradesh	16.57
14.	M/s Andhra Scientific Co., Machinpatnam	Andhra Pradesh	9.97
15.	M/s Algappa Textile Govt. (P) Ltd., Trichur	Kerala	7.71

Though the Corporation stated (November 1981) that legal action to recover the entire outstanding arrears of Rs. 41.24 crores had already been taken. It was noticed in verification of records that legal action for recovery had been taken in respect of only a part of these outstanding dues and that the legal action for the recovery of the remaining part of the outstanding dues had not been initiated by the concerned regional offices.

6. Imposition of penal damages for belated payment of contributions.

According to Regulation 31-A of the ESI (General) Regulations, 1950, an employer shall be deemed to have not paid the contribution in time, if he fails to submit the contribution cards within the time prescribed under Regulation 26 *ibid*. Section 85B(i) of the ESI Act, 1948, empowers the Corporation to recover the damages not exceeding the amount of arrears from the employers where they fail to pay any contributions in time and in terms of Section 85B(2) *ibid* these damages may be recovered as arrears of land revenue. The position of damages levied, recovered and progressive balances as on 31st March 1981 were as under:—

Number of cases in which show cause notices were issued	Progressive amount of damages imposed	Amount of damages recovered	Amount of damages outstanding
24,754	607,13,976	26,74,900	5,80,74,070

The yearwise break up of the outstanding damages was, however, not made available by the Corporation. The Corporation stated (November 1981) that a substantial amount of outstanding damages could not be recovered due to—

- Cases pending in the courts; and
- Financial difficulties of the defaulting employers who had hardly any assets which could be attached by the certified authorities.

7. Unrealised decretal amount

As on 31st March 1981 decrees for Rs. 32,26,476 towards contribution to the Corporation from employers remained unrealised, as detailed below:

Sr. No.	Year	Amount
1.	The period from prior to 1965 to 1975-76	23,95,531
2.	1976-77	4,63,560
3.	1977-78	1,54,936
4.	1978-79	63,892
5.	1979-80	1,26,049
6.	1980-81	22,508
Total		32,26,476

The state-wise figures where the decretal amount exceeded Rs. one lakh as on 31st March 1981 were as under:

Sl. No.	State	Amount
1.	Madhya Pradesh	8,69,529
2.	Uttar Pradesh	5,63,258
3.	Rajasthan	3,23,646
4.	Bombay	2,80,350
5.	Tamil Nadu	2,65,744
6.	West Bengal	2,52,213
7.	Gujarat	2,50,384
8.	Punjab	1,21,459

The Corporation stated (November 1981) that the Corporation could not interfere in the functioning of the executing courts and had to wait for execution of the decrees. The Corporation further stated that in spite of these limitations the concerned regional directors kept pursuing the cases to get the decrees executed as early as possible.

8. Registers of immovable properties (lands and buildings)

The balance sheet as at 31st March 1981 depicted assets (land and buildings) worth Rs. 67,11,51,689 in the name of the Corporation, as detailed below:

	(Rupees)
Land and buildings wholly owned by the Corporation	66,99,69,604
Land and buildings jointly owned by the Corporation and State Governments	11,85,035
Total	67,11,51,689

Although the Corporation had started maintaining land and buildings registers, these were not complete. The registers did not contain a summary of assets either. Hence the amount of Rs. 67,11,51,689 shown on this account in the balance sheet was not susceptible of check.

Moreover, the assets (land and buildings) for the offices of the Corporation and the hospitals and the dispensaries, as per payments register, was Rs. 66,96,70,694 as in respect of land and buildings wholly owned by the Corporation and Rs. 11,85,085 in respect of those owned jointly by the Corporation and the State Governments as against Rs. 66,99,604 and Rs. 11,85,085 shown respectively in the balance sheet. Thus there was a discrepancy of Rs. 2,95,910 between the two sets of figures which required reconciliation.

The figure of Rs. 66,96,70,694 shown in the extract of payments register also could not be tallied with the entries made in the land and buildings registers due to incompleteness of the latter.

9. Factories/establishments pending inspection survey

According to the Hand Book of Instructions for inspection of factories, all definitely covered factories are to be inspected once a year and uncovered factories are to be surveyed once in two consecutive years. It was, however, observed that

- (i) Out of 65,964 factories to be inspected during the period upto 31st December 1980, 7,351 factories remained to be inspected as on 31st March 1981. Similarly, out of another 16,820 factories to be inspected during January to March 1981, 5,594 factories were still pending for inspection (October 1981).
- (ii) As in the case of inspections, a large number of surveys were also in arrears. The total number of such pending surveys as on 31st October 1981 was 3,595 pertaining to the period upto 31st December, 1980 and 956 relating to the period January to March 1981.
- (iii) The yearwise region-wise break up of the factories in respect of which determination of final date of coverage was pending as on 31st March 1981 is given hereunder:—

State/region	No. of pending inspections
1. West Bengal	2,481
2. Punjab	1,584
3. Delhi	1,107
4. Gujarat	885
5. Uttar Pradesh	556
6. Karnataka	434
7. Tamil Nadu	414
8. Rajasthan	356
9. Bihar	305
10. Madhya Pradesh	260
11. Andhra Pradesh	100
12. Nagpur	94
13. Assam	69
14. Kerala	38
Total	8,683

- (iv) The States in which the performance in respect of Inspections/Surveys was even less than 50 per cent were Assam (44 per cent), Madhya Pradesh (25 per cent), Kerala (24 per cent), Delhi (18 per cent), Orissa (16 per cent), Bihar (12 per cent) and West Bengal (5 per cent).

The Corporation stated (November 1981) that the reasons for not deciding the date of final coverage and non-inspection/non-survey of factories/establishments were as under:—

- (i) Records not produced by the employers;
- (ii) Factories closed and whereabouts of the employers not known;
- (iii) Representations from the employers for exemption from the provisions of the Act; and
- (iv) Employers disputing coverage in courts.

10. Construction of 100 bedded ESI General Hospital at Durgapur (West Bengal)

Land measuring 30 acres was purchased for construction of ESI hospital at Durgapur at a total cost of Rs. 4,54,500 and the amount was paid to the State Government in January 1976.

The programme of construction had been finalised in October, 1978, after considering several proposals from time to time. According to the approved proposal of 1978, 10.5 acres of land were rendered surplus to requirements out of 30 acres acquired in 1966 and the State Government had been asked to take back the surplus land and failure to assess initially the actual land requirement resulted in blocking of funds for more than 15 years. Moreover, reasons for non-construction of the hospital complex, even after 15 years were not clear.

Sd/-

Director of Audit
Central Revenue

No. G-20017 3/81-HI]

R.K. DAS, Under Secy.

